MASTER BANKING SERVICES AGREEMENT

26-0180-RFP Banking Services (County)

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and JPMorgan Chase Bank N.A. whose primary address is 1111 Polaris Parkway, Columbus, MO 43240 (hereinafter "Contractor", "Vendor", "JPMorgan Chase Bank, N.A", "JP Morgan Chase" or "the Bank") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. **Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

   a. This Agreement

   b. Exhibit A: Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at https://pinellas.gov/county-standard-terms-conditions/

   c. Exhibit B: Solicitation Section 4, titled Special Conditions.

   d. Exhibit G: The Bank's Standard Account and Service Terms Documentation ("Account Documentation") which governs the account and services provided by the Bank hereunder which include Global Account Terms, Global Account Terms – US Addendum, Consolidated Service Terms, Concourse Service Terms, Receiver Services (e-Lockbox), Account Validation Service Terms & Electronic Signature Service Terms.

   e. Exhibit C: Solicitation Section 5, titled Insurance Requirements.

   f. Exhibit E: Contractor's Proposal response.

   g. Exhibit F: Solicitation Section 6, titled Price Page.

   h. Exhibit D: Solicitation Section 6, titled Scope of Work / Specifications.

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

3. Any references in Exhibits E and F to "you" or "your" refers to the County; any references to "us," "we," or "our" refers to the Contractor.

4. **Modifications to the Pinellas County Standard Terms and Conditions.** The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows. Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect.

a. Indemnification

Notwithstanding anything to the contrary contained in Section 7 (Indemnification and Liability) of the County Standard Terms & Conditions, (a) the Bank's indemnification obligations shall be limited to third party claims directly arising from the Bank's negligence or willful misconduct in the performance of services under this Agreement and shall not exceed, in the aggregate, an amount equal to one times (1x) the actual annual service fees collected over the previous twelve (12) months, or, in the case of an indemnification obligation incurred prior to completion of twelve (12) months of service, the estimated fees paid, or payable, to the Contractor for the first twelve (12) months under the contract. (b) The Bank shall not be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages or the same are reasonably foreseeable. The limitations of liability set forth above shall not, however, apply to any claims resulting from bodily injury (including death), physical damage to tangible property, fraud, or violation of law committed by the Bank, its employees, subcontractors, or agents in the performance of the Services under this Agreement.

b. Insurance & Conditions Precedent

Notwithstanding anything to the contrary in Section 8, the Contractor will secure and provide any performance security or insurance coverages required by the Agreement within a reasonable timeframe.

c. Intellectual Property & Right to Ownership

Notwithstanding anything to the contrary in Section 9 (Intellectual Property) and Section 13(E) (Right to Ownership), the parties acknowledge the Contractor will retain all ownership and related rights in its intellectual property and the County shall have no proprietary interest in materials provided to or licensed for use by the County that are subject to Contractor's intellectual property rights, including, without limitation, patent, trademark or copyright rights.

d. Assignment

Notwithstanding anything contrary in Section 10(C), the Contractor shall be permitted to assign, transfer, convey or otherwise dispose of its right, title or interest in the Contract with notice to the County but without the County's prior written consent to (i) a successor-in-interest in connection with a merger, reorganization, consolidation or a disposition of a particular business and (ii) a Contractor affiliate or subsidiary. In the event of any such assignment, the County shall have the right to terminate the contract at any time thereafter.

e. Invoices

Notwithstanding anything to the contrary in Section 12(B), the Bank will provide the client with account analysis statements and all payment for services will be in accordance with Exhibit F and the Account Documentation.

f. Audit

Notwithstanding anything to the contrary in Section 13(A), Contractor will allow County auditors and independent public accountants, including where state or federal assistance is involved, state and federal auditors identified by the County, reasonable access during normal working hours to the bank records of the County as reasonably required in connection with their examination of the books and records specifically pertaining to County accounts, use of funds and services provided by the Contractor to the County. Any access or examination will be: requested in writing; specifically describe the scope and records required; mutually agreed upon as to time and scope; and subject to Contractor's security procedures and record retention policies. Contractor may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of access, and the scope of the records made available.

g. Confidential Records & Information

Notwithstanding anything to the contrary in Section 13(B), treatment of the County's confidential information in the possession of the Bank, shall be in accordance with the relevant provisions set forth in the Account Documentation.

h. Descoping of Services

Notwithstanding anything to the contrary in Section 17(B) The County may close an account and/or terminate a Service by giving the Bank not less than thirty (30) calendar days prior written notice of intent to close or terminate.

i. Personnel

Notwithstanding anything to the contrary in Section 17(C)(1), the County may request removal and replacement of Bank Personnel for reasonable cause. The Bank subject to its personnel policies may provide a qualified replacement within a reasonable period of time.

j. Digital Content

Notwithstanding anything to the contrary in Section 19, All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or (WCAG) 2.0; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA or WCAG 2.0.

k. Termination

Section 14. C of Pinellas County Standard Terms & Conditions (Exhibit A) is stricken and replaced with: Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving Ninety (90) days' advance written notice to the Contractor. Notwithstanding any other provision herein, the Contractor may terminate this Agreement if all accounts and services are terminated in accordance with the Account Documentation. Upon any termination for convenience by the Bank, the Bank will give three hundred and sixty-five (365) days' advance written notice to the County of its election to terminate this Agreement pursuant to this provision, subject to applicable law, regulatory requirements, and the Bank's operational capabilities.

5. **Term**

1. The initial term of this Agreement is for one hundred and twenty (120) months from the Effective Date ("Contract Term").
2. Term Extension. The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period pursuant to the same terms and conditions set forth in this Agreement by mutually executing an amendment to this Agreement. The extension shall be exercised only if all terms and conditions remain the same.

6. **Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are firm-fixed-pricing subject to the Pricing Proposals in Exhibit E. County expenditures under the Agreement will not exceed $631,500.00 for the Contract Term without a written amendment to this Agreement.

7. **Notices**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (1) deposited in the U.S. mail, postage paid, certified or registered, return receipt requested, or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid return receipt requested, or (3) via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
Clerk of the Circuit Court and Comptroller, Finance Division
Attn: Chief Deputy Director
P.O. Box 2438
Clearwater, FL 33757
jstaveley@mypinellasclerk.gov

For Contractor:
JPMORGAN
John T. McAuley
Managing Director
100 N Tampa St.
Tampa, FL 33602
john.t.mcauley@jpmorgan.com

Leif Chase
Managing Director
450 S Orange Ave.
Orlando, FL 32801
leif.g.chase@jpmorgan.com

With a copy to:
Attn: Purchasing Division Director
Pinellas County Purchasing and Risk Management Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellas.gov

8. **Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the State of Florida:	Contractor:
______________________ Signature	John T. McAuley Signature
______________________ Printed Name	JOHN T. McAULEY Printed Name
______________________ Printed Title	MANAGING DIRECTOR Printed Title
______________________ Date	7/28/26 Date

APPROVED AS TO FORM
By: *Keiah Townsend*
Office of the County Attorney

Exhibit B - Special Conditions

4. Special Terms & Conditions

4.1. INTENT

The Pinellas County Board of County Commissioners, and the Clerk of the Circuit Court and Comptroller, collectively "the County or Pinellas County," are seeking comprehensive banking services proposals from Qualified Public Depositories in the state of Florida. The intent is that the Board and Clerk will separately enter into contracts for comprehensive banking services with the most qualified bidder, as determined by this solicitation.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions https://pinellas.gov/county-standard-terms-conditions/ to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Any terms required by law

4.3. TERM EXTENSION(S) OF CONTRACT

The Agreements may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twenty-four (24) period(s) beyond the primary contract period or earlier if the original contract is completed early. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Clerk for their respective agreement and the County Administrator or Director of Purchasing will approve the Board Agreement. Any extension shall be subject to the mutual written agreement of the County and the Bank.

4.4. PRE-COMMENCEMENT MEETING

Not Applicable

4.5. SERVICES

A.**ADD/DELETE SERVICES** - The County reserves the right to unilaterally add or delete services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County In such case, the Contractor(s) will be required to provide services to this agreement upon mutual agreement of the parties. Any deletion of services shall be subject to the notice requirements of the Account Documentation.

4.6. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.7. Vendor Specific Requirements

Minimum Mandatory Requirements

1. The Reply must be received by the time and date specified as the Deadline for Receipt of Reply
2. Proposer must be a member of the Federal Reserve System. (provide proof)
3. Proposer must be and maintain Qualified Public Depository (QPD) status (Chapter 280, Florida Statutes) with the capacity to accept and hold balances in excess of $350,000,000 for the duration of the contracts. (provide proof)
4. Proposer must maintain at least five (5) full-service branches in Pinellas County, including one each in North (north of SR 580), Mid (between SR 580 and Ulmerton Road), and South Pinellas (south of Ulmerton Road).
5. Proposer must provide affirmation that the bank has no person or affiliate having been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.
6. Proposer must have the ability to interface with PaymentWorks, the County's vendor onboarding and payment platform.

Additional Qualification of Proposers

All Proposers must demonstrate expertise and a successful track record in providing banking services to local governments of similar size and complexity as Pinellas County. Proposals will not be accepted from any Proposer who:

A. Fails to meet the minimum requirements outlined in this RFP.
B. Is currently engaged in, or anticipates engaging in, any activity or business condition that would impair their ability to perform the required services.
C. Is in arrears to the County on any debt or contract.
D. Is in default, as surety or otherwise, on any obligation to the County.
E. Is deemed irresponsible or unreliable by the County.

Proposers must provide documentation of the following:

A. **Bank Ratings** - Current short-term and long-term credit ratings from Moody's, S&P, and Fitch as of the RFP issue date.
B. **Financial Stability** - Information on the bank's current capital structure, adequacy, and coverage.
C. **Insurance and Bonding** – Proof of current insurance and bonding coverage.
D. **Relevant Experience** – Demonstrated experience providing banking services to entities of similar size and scope (Florida local government with a population greater than 300,000), resumes of the client service team, a detailed account of all clients gained or lost within the past two years. This disclosure must include: New clients acquired through competitive procurements or other award processes, existing clients lost including whether the proposer lost an RFP for a client served, situations where

contracts remain active during a transition (acquired or lost). Include Client Name; Contract Start and End Date; Reason for Acquisition or Loss (e.g., competitive award, non-renewal, termination).

E. **Organizational Overview** – A brief history and general overview of the organization, including parent and/or subsidiary companies (especially any investment services affiliates), and their impact on the bank's operations.

F. **NACHA Participation**– Affirmation that the proposer is a sending and receiving bank within the National Automated Clearing House Association (NACHA) network.

G. **Public Project Funding** – Evidence of participation in funding public projects in Pinellas County and/or the State of Florida, including project descriptions and funding amounts.

Exhibit C Insurance Requirements

A. 5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

B. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

C. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

D. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

E. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

F. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.
   1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
      a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
      b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
      c. Provide that County will be an additional indemnified party of the subcontract;
      d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
      e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
      f. Assign all warranties directly to the County; and
      g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

G. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits
    1. Employers' Liability Limits Florida Statutory
        a. Per Employee $ 500,000
        b. Per Employee Disease $ 500,000
        c. Policy Limit Disease $ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits
   1. Combined Single Limit Per Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal Injury and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits
   1. Each Occurrence $ 100,000,000
   2. General Aggregate $ 100,000,000
B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.6. PROFESSIONAL LIABILITY (Bankers Professional Liability and Directors and Officers) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits
   1. Each Occurrence or Claim $ 100,000,000
   2. General Aggregate $ 100,000,000
B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total

amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.7. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

A. Limits
    1. Each Occurrence or Claim $ 100,000,000
    2. General Aggregate $ 100,000,000

5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit D - Solicitation Section 6 Scope of Work / Specifications

6. Scope of Work / Specifications

6.1. Bank Qualifications, Experience, Resources, and Financial Strength

A. **Bank Ratings** - Current short-term and long-term credit ratings from Moody's, S&P, and Fitch as of the RFP issue date.

B. **Financial Stability** - Information on the bank's current capital structure, adequacy, and coverage.

C. **Insurance and Bonding** – Proof of current insurance and bonding coverage.

D. **Relevant Experience** – Demonstrated experience providing banking services to entities of similar size and scope (Florida local government with a population greater than 300,000), resumes of the client service team, and a detailed account of all clients gained or lost within the past two years. This disclosure must include: New clients acquired through competitive procurements or other award processes, existing clients lost, including whether the proposer lost an RFP for a client served, and situations where contracts remain active during a transition (acquired or lost). Include Client Name; Contract Start and End Date; Reason for Acquisition or Loss (e.g., competitive award, non-renewal, termination).

E. **Organizational Overview** – A brief history and general overview of the organization, including parent and/or subsidiary companies (especially any investment services affiliates), and their impact on the bank's operations.

F. **NACHA Participation**– Affirmation that the proposer is a sending and receiving bank within the National Automated Clearing House Association (NACHA) network.

G. **Public Project Funding** – Evidence of participation in funding public projects in Pinellas County and/or the State of Florida, including project descriptions and funding amounts.

6.2. Scope of Work/Services

When responding to this section, please provide information in the order listed below. For each of the following services, if applicable, provide any innovations, including but not limited to, technology that you believe sets you apart from other banking services providers.

A. **Account Analysis**

Provide details of Account Analysis, including but not limited to itemized glossary of fee description and unit costs, level of detail provided in reports, statements available, downloadable options, ability to pay third party fees such as: armored car, banking supplies, check stock, and custody charges with earnings credits. Verify the account analysis statement will include Average daily ledger balance, collected balance, Volume of services rendered, Transaction charge (unit price), Total charges per category of services, Total charges for all services rendered, Total earnings credit allowance. Verify the statement will provide consolidated reporting for the group of accounts and an individual statement for each account.

B. **Centralized Deposit Management**

Describe your solutions for a central cash deposit drop-off location within an office building that includes deposit drop-off verification and tracking, armored car pick-up, and deposit verification. Includes smart safes and/or any other services to automate the process.

C. **Cash Vault Services**

Provide details of Cash Vault Services including but not limited to reporting, physical location of the vault, hours of service, processing turnaround time, restrictions and/or exclusions, same day credit for deposits and next day delivery of currency orders. Please describe your armored car services that you utilize and provide a list of armored car companies you work with.

- Verify provision of daily, monthly, and annual reporting by pickup location. Verify ability to report on cash versus check totals for each deposit.

D. **Depository Services**

1. Describe Depository Services available, including but not limited to all branch office locations throughout Pinellas County, availability of funds of wires and various deposit types, deposit reporting, destination department identification, adjustment reporting and notification thereof, same day credit for all deposits/wires, and supplies provided.
2. Specify how deposit discrepancies or returned items are handled, and the time frame that the County must notify the bank of such errors. Describe any applicable fees that would apply to the supplement of strapped/rolled funds, deposit bags, or discrepancy handling.
3. Describe your best practice recommendations and solutions to provide deposit only proxy account numbers for ACH and wire remittances received by the County. Including the ability to track multiple locations and departments.

E. **Images**

Describe in detail document storage related to image types, period of availability on online portal, adjustments, reporting, transmission of supporting documentation and record retention guidelines.

F. **Lock Box**

Describe lockbox services including but not limited to frequency of pickups, funds availability, transmission of supporting documents, adjustments, and reporting. Provide a list of third-party providers that you work with.

G. **Overdrafts**

Provide a detailed description of the overdrafts service, and its policies, including but not limited to honoring daylight overdrafts, payment of overdrafts, format of notification to client. Confirm availability of funds for critical sweep accounts such as payroll. Define handling of negative collected balances as well as the fee calculation methodology.

H. **Payment Services**

Provide a detailed description of the Bank's payment services, including but not limited to: positive pay, enhanced ACH, check printing & testing, Electronic Data Interchange (EDI), and any additional information regarding technical and customer service supports, security measures, fraud protection and prevention, segregation of duties, reports available for each payment service type and retention period. Describe rebate or similar programs that the Bank offers.

I. **Reconciliation**

Provide a detailed description of the reconciliation services, including but not limited to the bank reconciliation process, electronic files for cleared checks and deposited data as well as additional automation opportunities.

J. **Remote Desktop/Deposit**

Describe remote desktop deposit services including but not limited to process description, ability to review and modify batches before transmission, handling of adjustments, notification of adjustments, equipment accepted/required/provided, security of protected information, number of customizable fields available and unique id (i.e. deposit ticket number).

K. **Returned Items**

Provide a detailed description of the returned items services, including but not limited to handling of NSF and UCF return items, including dollar thresholds, timing, detail of reporting, and online images available.

L. **Stop Payments**

Provide a detailed description of available bulk/batch transaction processes, including but not limited to the Bank's stop payment services, detailing the functionality and security control of the process, as well as ACH reversals. Provide a copy of your stop payment agreement.

M. **Transfers**

Provide a detailed description of the wire and book transfer service including but not limited to the period of time necessary to align electronic and hard copy documentation, the ability to initiate and monitor payments online, the ability to create and store recurring/repetitive wire instructions, and security measures for wire initiation and approval. Details with regards to ACH services should include recurring templates, handling of emergency requests, ability to import existing templates, segregation of duties and services offered for the direct deposit of payroll including EDI reporting.

N. **Zero Balance Accounts (ZBA)**

Provide a detailed description of the ZBA services and features, including but not limited to account structure, master consolidated account, automatic sweeps, timing of daily account reimbursement, daily balance and detail reporting. Please describe how transactions and balances can be tracked by department and location, and available reports.

6.3. User Experience, Other Proposed Services, and Transition Methodology

A. **Online Self-Administration**

Provide a detailed description of the Online Self-Administration service. Describe levels of administration available, including but not limited to dual control features, account maintenance, user maintenance, product access, segregation of functions, token and password administration, and user access audit reporting.

B. **Online Services**

Describe online services available including but not limited to: Interface and integration capability with client and/or third parties; activity/documents available for viewing; download and print capabilities; reporting available including: ledger balance, available or collected balance, summary of debits and credits posted including checks paid and wire transfers, daily detail of account transactions, all addenda records available for incoming EFT and ACH deposits, stop payment activity, intraday, previous day reporting, desktop deposit, cash vault, customizable reports, and sweep (ZBA) transactions included in the daily details of account transactions.

C. **Other Proposed Services & Uses of Technology**

Provide a description of any other services, including, but not limited to, any innovations and use of technology that is otherwise not listed in this RFP and that you believe sets you apart from your competitors. Additionally, provide the following for any proposed services, including, but not limited to:

A. User requirements

B. A schedule of service charges

C. Projected cost of software, hardware, and/or equipment required

D. **Required documents, training and demo's**

Describe Bank's ability to provide demos on services offered, training, and comprehensive reference guides for all services provided. Additionally, provide details of what fees will be charged for transitory or training services. Describe electronic document storage options and retention periods.

6.4. Information Technology, Fraud Protection & Security

A. **Safe Transmission Services**

Describe available file transmission / transfer capabilities, including, but not limited to, available API functionality to ERP systems, and secure email or system protocols.

B. **Security and Fraud Protection Services:**

Provide a detailed description of the Bank's security protocols, including but not limited to:

1. reporting functionality, password encryption and/or authentication. Discuss the Bank's fraud mitigation strategies, including, but not limited to how the Bank responded to fraudulent attempts and confirmed fraud over the past ten years, such as volumes, mitigation and deterrent programs. Verify ability to establish access by user, function, account, single transaction amount, daily aggregate amounts and dual authorization.

C. **Systems and Data Protection:**

1. Information Security Standards The vendor must maintain a comprehensive information security program aligned with industry standards such as ISO/IEC 27001, NIST Cybersecurity Framework, or SOC 2. The program must include administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of all data processed or stored on behalf of the client.
2. Data Privacy and Confidentiality The vendor shall comply with all applicable data protection laws and regulations, including but not limited to GLBA, GDPR (if applicable), and state-specific privacy laws. The vendor must ensure that all customer and institutional data is encrypted at rest and in transit using industry-standard protocols (e.g., AES-256, TLS 1.2+).

3. Access Controls and Authentication The vendor must implement role-based access controls, enforce multi-factor authentication for all administrative access, and maintain audit logs of all system access and data interactions.
4. Incident Response and Breach Notification The vendor must have a documented incident response plan. In the event of a data breach or security incident affecting client data, the vendor must notify the client within 24 hours and provide a detailed incident report within 72 hours.
5. Third-Party Risk Management The vendor must disclose all subcontractors or third-party service providers with access to client data and demonstrate that equivalent security and privacy controls are in place.
6. Business Continuity and Disaster Recovery The vendor must maintain and test a business continuity and disaster recovery plan at least annually. The plan must ensure minimal disruption to services and data integrity in the event of a system failure or disaster.
7. Audit Rights and Compliance Reporting The client reserves the right to audit the vendor's security controls annually or upon request. The vendor must provide recent SOC 2 Type II, ISO 27001 certification, or equivalent third-party audit reports.

D. **<u>Disaster Recovery and Control</u>**

Describe in detail the Banks's Disaster Recovery program/Continuity of Operations plans including but not limited to:

1. Bank's strategy and ability to facilitate customer support
2. Facilitating payment of employees if the office is unable to run payroll
3. Processes for handling offsite data backups
4. Remote access capability for maintaining online banking services
5. Planned maintenance
6. Disaster notification procedures

Exhibit E - Contractor's Proposal

Proposal for Pinellas County

Banking Services (Board and Clerk)

Solicitation #26-0180-REQ | February 19, 2026

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A message to Pinellas County

February 19, 2026

Patricia Cortez, CPPB, NIGP-CPP
Lead Procurement Analyst
Pinellas County
400 S Fort Harrison Ave, 6th Floor
Clearwater, FL 33756

RE: Solicitation 26-0180-RFP Banking Services (Board and Clerk)

Dear Ms. Cortez and Members of the Evaluation Committee,

On behalf of JPMorgan Chase Bank, N.A. (J.P. Morgan), we are honored to submit our proposal to serve as the primary provider of banking services for Pinellas County (the County). We recognize your commitment to operational excellence, fiscal responsibility and community impact, and we are excited to collaborate with you to advance these objectives.

A proven, long-term provider to Florida Government

J.P. Morgan is the largest bank in the United States and the only Qualified Public Depository (QPD) in all 50 states. We bring unparalleled expertise in serving the public sector, currently banking 9 of the 10 largest counties in the nation and over 2,100 government clients nationwide. In Florida alone, we maintain more than 400 branches—including over 20 in Pinellas County—providing unmatched local support and accessibility. We are also proud to have supported the County's financial goals through our lending and commitment to the community.

Technology leadership and operational excellence

Our mission is to deliver comprehensive and cost-effective treasury services that leverage technology to enhance efficiency, security and value. We invest $18 billion annually in technology, powering our world-class proprietary platform, J.P. Morgan Access®. This platform enables seamless, secure and intuitive treasury management, helping clients eliminate paper processes, reduce manual tasks and optimize both daily operating cash and excess balances. Our vigilant fraud prevention services have saved billions for government clients and our solutions are designed to meet or exceed the County's standards for data security, privacy and business continuity.

Unmatched experience and dedicated team

With over 200 years of experience providing depository, disbursement, payables and cash management services to governments, J.P. Morgan is distinctly qualified to serve as the County's primary banking services provider. Our dedicated Government Banking team—including your senior relationship manager, John McAuley, and treasury management officer, Joseph Scharf—brings over 70 years of combined professional experience. This team, supported by a network of client service associates, is dedicated to delivering personalized, consultative service and exceeding your expectations.

Key financial benefits and incentives

Our proposal is structured to maximize value for the Board and Clerk:

- **Fee waiver:** We are pleased to offer Pinellas County a strategic fee waiver program designed to support your financial objectives. Our proposal features a 12-month banking services fee waiver of up to $70,000, as well as $25,000 budget for banking supplies. This fee waiver is structured to minimize your operational expenses from the outset, thereby maximizing your overall interest earnings.
- **Net interest rate on excess balances:** Our net interest rate on excess balances is competitively positioned at Index Target Fed Funds (TFTF) minus 145 basis points. This structure helps make sure that your excess operational funds are consistently optimized to achieve high quality returns over the duration of the contract. Currently, the effective net interest rate is 2.30%.
- **Earnings credit rate (ECR):** We propose an ECR benchmarked at TFTF minus 135 basis points, currently yielding an effective ECR of 2.40%. This rate is designed to complement your liquidity management strategy, offsetting banking services and select third-party fees through compensating balances.
- **Remote Deposit Capture (RDC) scanners:** To streamline your deposit processing, we are providing complimentary RDC scanners, funded through the $25,000 credit for banking supplies referenced above as part of the overall fee waiver. This credit will cover the cost of RDC scanners, enabling you to benefit from technology that reduces manual check processing time and enhances your cash flows.
- **Implementation fee waiver:** In recognition of your need for a smooth and efficient transition, we have included a full waiver of all implementation fees associated with the core services in our proposal. This measure eliminates upfront charges and facilitates immediate benefits upon transition.

Seamless transition and strategic implementation approach

Our experienced implementation and relationship management teams are dedicated to providing a smooth, disruption-free transition for the County. You will be supported by a local team with deep knowledge of government operations and a proven track record of onboarding large, complex public sector clients.

Through a combination of on-site and virtual meetings, we will collaborate with County representatives to identify goals, map revenue collection and disbursement processes and leverage technology to drive efficiency, reduce risk and maximize value. We will work to implement solutions aligned with the County's objectives and provide the insight and support needed for a successful, long-term client relationship.

Community commitment

J.P. Morgan has a long-standing presence and a deep commitment to the State of Florida and Pinellas County. We employ over 640 people who live in Pinellas County, many of whom are actively involved in volunteer work and civic leadership. Additionally, we proudly serve more than 300,000 consumer and small business clients throughout the County.

J.P. Morgan is dedicated to being a proactive, innovative and responsive provider to the County. We are ready to deliver the technology, expertise and service excellence you expect—today and into the future. Thank you for the opportunity to earn your trust. We look forward to supporting Pinellas County's mission and welcome any questions or requests for additional information.

Sincerely,

John T. McAuley	
John McAuley	Joseph Scharf
Relationship Executive	Executive Director
(813) 483-8253	(813) 483-8248
john.t.mcauley@jpmorgan.com	joseph.h.scharf@jpmorgan.com

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Executive Summary

You demand excellence and take the welfare of the people you serve seriously. We want to match those high standards and support your vision and mission. We can do this by offering innovative treasury services and solutions that fit the diverse needs of your residents.

As you read the following pages, we want you to feel confident that we've done our due diligence. This response outlines how a responsible and responsive provider like us delivers financial excellence by creating new solutions, transforming industries, embracing diversity and providing dedicated support.

Our seamless, cohesive approach to treasury management offers you an efficient, cutting-edge way of managing receivables, payables, liquidity and credit. We've also put levers in place to help make sure there are minimal disruptions to your operations in the event of an economic downturn.

Our Florida-based team remains by your side throughout the process. They will periodically reassess the plan we create together so we can always stay on target—doing our best to align our initiatives with your objectives.

Thank you for giving us this special opportunity. It's our pleasure getting to know you better through your RFP and preparing a response that best addresses your questions.

Work with a highly qualified and experienced financial services provider

We understand you're making a big decision whether to change banks or maintain status quo. We ask you to consider the following as you review our response:

Bank qualifications: Our government-first focus means we're dedicated to providing the industry with innovative financial solutions and personalized client service. Our first-hand knowledge and understanding of today's challenges comes from having supported government agencies and authorities with critical activities ranging from planning and development to tax processing, utilities, finance, procurement, public safety and disaster relief.

Experience: Our Government Banking team is a specialized group of relationship managers dedicated to delivering solutions to state and local governments. We know the government sector intimately through our experience serving more than 2,100 government clients.

Resources: Part of our dedication to the County is having the appropriate individuals assigned to your relationship who provide outstanding client service. Your team includes Relationship Executive John McAuley, Treasury Management Officer Joseph Scharf and Client Service Associate Kara Malone, who offer more than 70 years of combined experience working with government clients.

Financial strength: The County benefits from the strength of J.P. Morgan, our financial stability is demonstrated by the following statistics (as of December 31, 2025):

- **$869 billion** in market capitalization
- **$2.6 trillion** in deposits
- **$1.5 trillion** in loans
- **$362 billion** total stockholder equity

We also have Tier 1 capital Ratio and Total Capital Ratios of 15.5% and 17.30%, respectively; the ratios presented are calculated under the Basel III Fully Phased-In Approach.

Our solutions to support the County's scope of work

The County is seeking a capable and proven financial institution to provide holistic support for your treasury management activities. Our vision for your treasury management structure is aligned to meet your objectives. The following solution summary presents our recommended technology integration and value-add solutions to enable us to deliver an effective, holistic solution.

Liquidity

We offer a wide variety of investment alternatives that meet the County's objectives. We offer both interest bearing and non-interest bearing checking accounts, as well as sweep options. Interest earned from interest bearing accounts will be posted the following month; earnings from non-interest bearing accounts will be used to offset service fees. We are also offering our J.P. Morgan Access Liquidity Solutions module, giving you access to a variety of money market funds available via our online portal.

Using J.P. Morgan Access Liquidity Solutions will enable the County to efficiently manage balances, whether through a sweep or by self-directing investments into one of our many money market funds. This is particularly useful for the County as you seeks to maximize yield and/or diversify your investment portfolio. The investment and redemption process is straightforward, as it is integrated with our online banking portal, J.P. Morgan Access.

Receivables

Adoption of electronic channels facilitates lower transaction processing costs and accelerates posting to your accounts. Below are select highlights:

Vault services: We suggest that the County deposit and order currency using our strategically-located cash vaults and branches. Deposits are picked up from your specified locations and delivered to our vault network or branch locations.

Remote Deposit Capture: To gain greater efficiencies, we recommend depositing as many paper checks as possible through our remote deposit solution. Deposits made through remote deposit receive top-tier availability, a later deposit cutoff time and reduced risk arising from logistics and unanticipated delays. Some of the benefits of using remote deposit include:

- Minimizing costs associated with manual check processing
- Expediting deposits, resulting in increased available funding
- Reducing processing and clearing float

The County can use our online image browser to view and display deposits, settlements and optional data capture. You also have the option to include this activity in your daily transmissions to expedite automated cash posting.

ACH eLockbox: We offer an electronic payment consolidation service to help you save time, improve productivity and reduce costs.

Here's how we can help you streamline receivables posting with this service:

- Consolidation of electronic payments received from multiple sources into a single deposit
- Quickly crediting your account on the morning of the next business day after receipt of payments
- Convenient posting to your back-office system, as our Transaction Repair service allows you to review and repair exception items online
- Streamlined single accounts receivable data file that's uploaded into your back-office system

Lockbox: If the County is interested in an alternative to your current lockbox solution, our lockbox services are designed to help efficiently post receivables, reduce exceptions and strengthen your cash position. We offer uninterrupted processing through fully redundant disaster recovery locations and 24/7 monitoring. Our approach increases posting efficiency by using advanced reporting, search engines and an image repository, thereby reducing the need for printing and manual work. We offer accurate posting with a 99 percent or higher accuracy rate, provide enhanced visibility of funds and reduce float clearing times. Additionally, our online portal offers a single login to view all incoming payments in one convenient location.

Image Cash Letter (ICL): Our ICL solution allows you to image all your paper transactions and transmit them to us electronically for clearing. As part of this process, our solution reviews your check images and accompanying data to determine the exceptional clearing method—Automated Clearing House or check image clearing.

In addition, as we process a significant number of transactions as on-us items, we can process yours in the same manner, helping you keep clearing costs down.

Payables

We have a strategic approach to payables designed to help the County operate more efficiently by using distinctive methods for different types of payments.

The top treasury priorities in today's world include optimizing cash management, improving working capital and reducing operating costs. Clients like the County are accomplishing these goals by implementing a holistic and integrated payables approach to optimize payment strategies through:

- Conducting an evaluation of spend across all payments (A/P, consumer, employee)
- Creating a segmentation of spend
- Eliminating the expense and risk of checks
- Improving reconciliation
- Enhancing internal controls

We welcome the opportunity to consult with the County on shifting payments from paper to electronic.

Automated Clearing House (ACH): ACH is a network of 11,000 U.S. financial institutions used to exchange and settle electronic credit and debit payment instructions on behalf of their clients. ACH has an important role in reducing payment costs and increasing efficiencies for the County. J.P. Morgan has consistently ranked as a top originator of ACH transactions since the founding of the ACH network. ACH is used by over 15,000 clients, including internal J.P. Morgan entities (retail, mortgage and card services).

Wires: This continues to be a vital and widely used method for the electronic transfer of funds. Wires can quickly send money globally in a non-local currency, allowing transfers to be received easily by other financial institutions. J.P. Morgan offers secure, same-day payment settlement with intraday finality and irrevocability.

Positive pay: We offer positive pay with payee name verification and teller line verification to help guard against check fraud by validating each item presented for payment. Our positive pay service provides check reconciliation and fraud prevention by identifying discrepancies between checks presented to us. Additionally, the online portal enables the County to use the internet to review digital images of all exception items. You can instruct us to pay or return each item from a single page. Payee name exceptions are conveniently delivered along with all other types of exceptions, so you can easily employ the most up-to-date fraud protection services. Additionally, email notification offers a convenient way to know when exceptions are available for review.

Online banking and reporting

Our robust suite of information reporting and transaction initiation platforms can provide a customized approach so that each of the County's users receive information in a way that is convenient, secure and tailored to their needs. We provide host-to-host file transfers, browser-based data downloads, consolidated receivables files, SMS text-based smartphone payments and cash forecasting tools.

We will listen to all your needs during our initial business process review to optimize efficiency and allow for continued process improvement down the road.

J.P. Morgan Access: The County receives a highly intuitive and easy-to-use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process. Whether you keep cash in one or multiple accounts, our online portal puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service.

The online portal represents a simple, intuitive and multi-functional channel that provides rich information and transaction capabilities with a single sign-on to product applications across the Treasury Services product line.

Comprehensive functionality provides secure, seamless access to products across our services. Review and manage data, customize treasury activities, initiate payments, coordinate entitlements and manage tasks with a single point of access to cash management.

Reporting automation–File Transmission Reporting:

- Automates daily reconciliation of all bank transactions at the account level
- Streamlines all paid checks into your ERP system, removing the need for manual reconciliation
- Optimizes information reporting and ERP integration to simplify data inquiries making decision making easier

Dual control: Our online portal allows complete flexibility for the County to designate the rights of each user on the platform. This includes comprehensive and configurable user entitlements, limits and approval workflows to provide optimal control. Services available accommodate a wide range of security options, including dual control among users and daily or transaction limits. You can help reduce the risk of fraud or compromised data by separating duties, accounts and approval workflow. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

Additionally, J.P. Morgan Access automatically prevents a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release. At the point of release, the application verifies that two distinct users are involved in the payment life cycle, which includes the creation, approval and release of the payment, as well as the creation, approval and activation of any underlying template.

Receivables Online: A browser based solution that provides a same-day decisioning and an account reconciliation tool combining advanced image and data capture technology. It delivers all you need in a single, online repository to:

- Access images and information related to payments you receive
- Reference ACH or wire payments you receive, as an option
- Review images in our 10-year archive for all your lockboxes in our network sites using only one client ID

Easy navigation, advanced queries, payment alerts and workflow tools give your accounts receivable, credit and customer service staff the ability to make informed business decisions quickly and without handling paper documents.

Online transfers: The online portal provides authorized users the ability to enter transfers to and from the County's own J.P. Morgan accounts in a secure online environment 24/7.

You also benefit from our value added solutions and seamless onboarding experience

We take a holistic approach to recommending products and solutions that best meet your needs. Our industry-leading treasury products help optimize cash flow and achieve operational efficiencies. Onboarding is handled by dedicated resources who have experience working with the complexities of government clients.

User experience: Choosing a bank for the future is a critical decision that can impact the County for years to come. Expect nothing less than proactive thought leadership, personal customer service and innovative technology from J.P. Morgan. We have the experience, solutions and people to effectively support your goals.

Value added solutions: Our particular expertise lies in adapting and aligning our vast breadth of solutions to the specific operating requirements and environments of our clients. We accomplish this by listening to our clients and developing an understanding of their operating environments. We then construct a solution that not only meets our clients' existing operational needs, but also challenges them to consider additional operational improvements.

The services below are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response. Pricing for these services will be provided upon request.

Check print. We offer check print services outsource this function and leverage the bank's economies of scale and fraud protection. For nearly 30 years, we have helped clients benefit from outsourcing the check print function. Through significant infrastructure and technology investments in our U.S. printing facilities, we offer a low-cost, high-quality printing solution that is designed specifically for you and can be adapted as your needs change.

BENEFITS OF OUR APPROACH: Check print services	
Increase Security	Integrate with fraud protection services, blank check stock (we print logos and signature) and other security features
Postage Savings*	Save with our net barcodes and presort rate based on cumulative volumes of all our clients

BENEFITS OF OUR APPROACH: Check print services	
Build Redundancy	Tested and proven disaster recovery capabilities, with no need to maintain your own back-up site
Reduce Expenses	Lower per unit cost on check stock and envelopes
Decrease Investment Expenses	Fewer expenses of machinery and technology for in-house check printing
Free up Staff	Focus on core competencies and strategic initiatives
Tight Controls	Controls from system, physical access and quality control perspectives

* Postage rates are variable based on prevailing postage rates.

Remote Cash Capture. We offer a Remote Cash Capture solution to receive daily deposit credit for cash placed into a smart safe or cash recycler located on site. Both types of safes incorporate U.S. dollar validation, counterfeit detection and software capabilities to provide online reporting. Our solution allows clients to contract and lease safes from Brinks, Loomis or Garda.

The efficiencies gained allow for the elimination of time-consuming deposit preparation of cash, freeing staff to spend more time on other tasks. Advanced credit means we post deposit credit each day without daily armored vehicle service to the bank.

Deposit tickets are not required for cash deposits validated through the safes. Your employees insert cash into the bill reader until business-day-end. The machine reads the currency amounts as the cash is inserted into the machine and creates electronic data files reported/received by the courier. Each safe's business day aggregate total per day is transmitted to us by your armored vendor. We post one credit to your account per business day for each Smart Safe.

J.P. Morgan Concourse. J.P. Morgan Concourse™ is an end-to-end, digital, omni-channel solution. It provides the County with a seamless digital payout experience that lets you directly connect with your customers and suppliers through multiple channels that we host securely.

Our platform offers a modern, intuitive and simple interface to payees receiving payments from the County. Concourse offers automatic payment communications to payees via a County-branded email or SMS text. In addition, a County-branded customer portal is available where payees can review payment details and accept payments through their preferred payment method made by you.

Concourse offers the flexibility for the County to initiate payments to your counterparties intelligently and offer them a variety of payment options to choose from:

- You can opt to offer traditional payment methods, such as check and same-day or next-day ACH.
- You may also choose more "instant" options, such as *Zelle*® and J.P. Morgan Real-Time Payments network or push to a debit card.
- You can push funds directly to alternative methods of payments, including Venmo or PayPal™ digital wallets.
- In the future, Concourse will also support additional digital wallet capabilities.

Account Validation Services. Our industry-leading Account Validation Service (AVS) allows you to originate payments with confidence, combatting fraudsters and reducing threats. AVS is a routing engine and service offering for validating counterparty payee information using the bank's ACH data and Early Warning® databases. Using data provided by you, the service verifies the status and/or ownership of a U.S. demand deposit account (DDA). AVS offers:

- **Account verification:** Uses bank routing and account number to provide real-time account status for consumer and business accounts
- **Owner authentication:** Confirms customer and business identities and enables clients to confirm account owner or authorized user

Account Verification and Owner Authentication are not required to be done together. Additionally, AVS:

- Enables proactive validation of accounts and does not rely upon a single data provider
- Offers a waterfall approach, which allows querying across multiple data providers, expanding reach

- Queries J.P. Morgan proprietary data—both credit and debit ACH transactions
- Offers a complete solution set to meet your account validation requirements and to satisfy compliance requirements with the Nacha WEB Debit rule

Virtual Reference Numbers. Our Virtual Reference Number (VRN) solution allows the County to increase the efficiency of your receivable reconciliation and cash application processes. With the increase in electronic payments, reconciliation can be challenging. The County may receive payments with incomplete information, making it difficult to identify payers. Reconcilement of electronic payments is often hampered by invalid or truncated information provided by your remitter customers.

BENEFITS OF OUR APPROACH: Virtual Reference Number solution	
Increase Match Rates	Increased matching when you receive electronic payments with incomplete information
Payer/Receiver Identification	Identification is better for electronic payers making partial payments or one payment for multiple invoices; assignment of VRNs to client entities also simplifies internal posting of payments to those entities
Reduce Fraud	Reduce fraud potential when you use a VRN instead of your bank account
Easier Reconciliation	Use unique identifiers to help you reconcile almost immediately
Faster Posting	Improved cash flow and reduced days sales outstanding (DSO)

Provide the VRN to your customers to use like an account number. We effectively track each incoming electronic transaction by identifying the payer per the VRN—you reconcile receivables almost immediately.

Digital Bill Payment. Your residents expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to offer a market-leading, paperless electronic bill presentment and payment solution. Through our collaborative relationship, we offer your customers a seamless and fast payment experience.

Our relationship with Paymentus, an industry-leading eBilling and payment solutions provider, unites innovative technology with the security and confidence of a world-class treasury and merchant services bank. The resulting solution, Digital Bill Payment, meets your needs for a simplified, secure and customizable experience. It gives your residents the ability to pay when, where and how they want.

Digital Bill Payment provides a single, integrated solution for web, mobile, interactive voice response (IVR) and in-person payments and more. Your residents can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices using eChecks, credit or debit cards, digital wallets and in-person cash payments.

Strategic Payables. Strategic Payables is an end-to-end, automated B2B payment solution delivered in partnership with Paymode. This solution encourages the monetization and digitization of payments while reducing the burden of manual processes and supplier management. Paymode stores your vendor banking data, constantly validating and ensuring accuracy. Paymode has a vendor network of more than 600,000 businesses which means that nearly 50 percent of the vendors you do business with are likely already using Paymode. As new vendors enroll on behalf of any trading partner, your business benefits. With Paymode, clients discover an industry-leading payments experience for their suppliers and realize the financial benefits of digital automation.

Transition to J.P. Morgan: We deliver tailored solutions that meet your needs and provide a dedicated resource to fully support your onboarding journey. We will develop a tailored client onboarding plan that fits the needs of your organization, work with you to understand each operating environment, collaborate with leadership to deploy a cohesive strategy and enhance your experience by acting on your feedback.

Safety and security

Through our technology investment, cybersecurity initiatives and fraud protection services, we are working to help protect the County from the threats you face.

Technology: Take advantage of J.P. Morgan's **$18 billion** investment in technology, which will provide greater efficiency and automation for your staff. Use artificial intelligence available through J.P. Morgan APIs for enhanced analytics, better decision making and decreased human intervention, allowing you to redeploy resources to more strategic efforts.

Cybersecurity: Beyond providing a fortress foundation and firmwide resiliency, we work with you to combat the threats that you face. We will educate you on the identification and mitigation of cybersecurity risks. We will meet with your departments to share how we defend ourselves and ideas on how to protect your organization. We will also share where we are seeing fraud take place and ideas on best practices for your environment.

Exercises and internal Engagements Team: The County can leverage our industry-leading expertise to enhance your cybersecurity and fraud knowledge, skills and abilities. Our 'Protect the Client' offerings include:

- **Briefings/webinars:** Dynamic presentations, tailored to your organization, focused on answering your questions and providing awareness of threats, emerging trends and cyber and payments best practices
- **Cyber crisis simulator and portal:** Web portal including thought leadership and an on-demand virtual cyber exercise capability including crisis simulator scenarios, thought leadership pieces and upskilling labs
- **Tabletop exercises:** Interaction, discussion-based events that simulate the various stages of a cyberattack by stress testing and refining an existing cyber or incident response playbook
- **Consultations:** Leverage our expertise and experience to discuss several cybersecurity topics

Fraud protection: We will provide the County with comprehensive, easy-to-use, internet-based solutions to help you manage disbursement activities, mitigate fraud risk and streamline account reconciliation processes. Our solutions include check and ACH positive pay, as well as Account and Entity Validation Services.

In conclusion

We welcome the opportunity to discuss our recommendations, introduce our broader team and demonstrate our systems as we collaborate closely with you throughout this effort.

With more than 200 years of experience in the government sector and more than 2,100 government clients, we're prepared to support you at any juncture—enhancing risk management, boosting efficiencies and improving constituent service.

We have the experience, the solutions and the people to effectively support your goals. We're honored you have given us this opportunity and look forward to hearing your decision.

The integrity and quality you expect.

A proven commitment to exceptional service makes certain that **what matters to you, matters to us**.

Tab 1. Bank Qualifications, Experience, Resources and Financial Strength

Minimum Mandatory Requirements

1. The Reply must be received by the time and date specified as the Deadline for Receipt of Reply

Confirmed. J.P. Morgan's response will be submitted prior to the stated deadline.

2. Proposer must be a member of the Federal Reserve System. (provide proof)

JPMorgan Chase Bank, N.A. is a national bank and, as a national bank, is required by law to be a member of the Federal Reserve System.

3. Proposer must be and maintain Qualified Public Depository (QPD) status (Chapter 280, Florida Statutes) with the capacity to accept and hold balances in excess of $350,000,000 for the duration of the contracts. (provide proof)

J.P. Morgan has been designated a depository for funds of the County in the manner required by applicable law. We currently hold several billion dollars in public deposits and we pledge collateral to secure such public deposits through our National Collateral Management Group to numerous government clients throughout the country. Please see Appendix 1 for detailed information from our National Collateral Management Group.

4. Proposer must maintain at least five (5) full-service branches in Pinellas County, including one each in North (north of SR 580), Mid (between SR 580 and Ulmerton Road), and South Pinellas (south of Ulmerton Road).

We have the seven branch locations within the regions detailed above:

- North: two branches
- Mid: three branches
- South: two branches

Please see Appendix 2 for a detailed listing of branch locations.

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

5. Proposer must provide affirmation that the bank has no person or affiliate having been convicted of a public entity crime as defined in Section 287.133 Florida Statutes.

JPMorgan Chase & Co. and/or its subsidiaries (collectively, the "Firm") are defendants or putative defendants in numerous legal proceedings, including private civil litigations and regulatory/government investigations. The litigations range from individual actions involving a single plaintiff to class action lawsuits with potentially millions of class members. Investigations involve both formal and infomal proceedings, by both governmental agencies and self-regulatory organizations. These legal proceedings are at varying stages of adjudication, arbitration or investigation, and involve each of the Firm's lines of business and geographies and a wide variety of claims (including common law tort and contract claims and statutory antitrust, securities and consumer protection claims), some of which present novel legal theories. Based on current knowledge, the Firm believes it has asserted meritorious defenses to the claims asserted against it in its currently outstanding legal proceedings, intends to defend itself vigorously in all such matters, and does not believe that any pending legal proceeding would have a material effect on the Firm's performance of the services contemplated by the Request for Proposal. For further discussion, please refer to JPMorgan Chase & Co.'s publicly-filed disclosures, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the U.S. Securities and Exchange Commission (available at: https://jpmorganchaseco.gcs-web.com/ir/sec-otherfilings/overview).

6. Proposer must have the ability to interface with PaymentWorks, the County's vendor onboarding and payment platform.

Confirmed. J.P. Morgan can interface with PaymentWorks.

Additional Qualification of Proposers

A. Bank Ratings - Current short-term and long-term credit ratings from Moody's, S&P, and Fitch as of the RFP issue date.

J.P. Morgan is routinely rated by industry experts Moody's, Standard & Poor's and Fitch. Ratings as of January 22, 2025 are shown below.

JPMorgan Chase Bank, N.A. credit ratings

	Moody's	Standard & Poor's	Fitch
Long-term issuer rating	Aa2	AA-	AA
Short-term issuer rating	P-1	A-1+	F1+
Senior Unsecured	Aa2	AA-	AA
Long-term domestic deposits	Aa1	N/A	AA+
Subordinated debt	Aa3	A-	A+

These credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. J.P. Morgan does not endorse, and accepts no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time.

B. Financial Stability - Information on the bank's current capital structure, adequacy, and coverage.

The table below presents capital ratios for JPMorgan Chase Bank, N.A. as of September 30, 2025, and December 31, 2024. The Basel III capital rules became fully phased-in effective January 1, 2019. Prior to this date, the required capital measures were subject to the transitional rules which, as of December 31, 2018, were the same on a fully phased-in and transitional basis.

Required information	September 30, 2025	December 31, 2024
Common Equity Tier 1 Capital Ratio	15.7%	16.0%
Tier 1 Capital Ratio	15.7%	16.0%
Total Capital Ratio	16.9%	17.2%
Tier 1 Leverage Ratio	7.8%	7.9%

As of September 30, 2025, and December 31, 2024, JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. were well-capitalized and met all capital requirements to which each was subject.

C. Insurance and Bonding – Proof of current insurance and bonding coverage.

Please see Appendix 3 for proof of insurance information.

D. Relevant Experience – Demonstrated experience providing banking services to entities of similar size and scope (Florida local government with a population greater than 300,000), resumes of the client service team, and a detailed account of all clients gained or lost within the past two years. This disclosure must include: New clients acquired through competitive procurements or other award processes, existing clients lost, including whether the proposer lost an RFP for a client served, and situations where contracts remain active during a transition (acquired or lost). Include Client Name;

Contract Start and End Date; Reason for Acquisition or Loss (e.g., competitive award, non-renewal, termination).

The County can be confident in the J.P. Morgan team. Part of our commitment to the County is having the appropriate individuals assigned to your relationship team and providing outstanding client service. We take a consultative team approach to building relationships with our clients.

We assign a skilled relationship team, which is made up of professionals with a variety of expertise, who will listen carefully and proactively and will provide targeted ideas to energize your business. Your team includes:

- Relationship Executive: John McAuley
- Government Head: Brian Page
- Industry Manager: Leif Chase
- Treasury Management Officer: Joseph Scharf
- Client Service Associate: Kara Malone
- Sales Associate: Dennis Lin

Full relationship team biographies have been provided in Appendix 4.

Government clients in Florida

We have provided the following references for your review. We also have several clients that are currently in the implementation phase including Pinellas County Tax Collector, Hillsborough County Board & Clerk and Orange County Board.

Sarasota County Clerk & Comptroller			
Contact Name, Title	Nicole Jovanovski, Director of Finance		
Phone	(941) 861-7400	**Email**	njovanovski@sarasotaclerkandcomptroller.com
Length of time services provided		2017 to present	

Pasco County Clerk of the Court			
Contact Name, Title	Matthew Lazar, Finance Director Deputy Clerk		
Phone	(352) 523-2411 x4092	**Email**	mlazar@pascoclerk.com
Length of time services provided		2019 to present (Re-awarded in 2025)	

Martin County			
Contact Name, Title	Jamie Roberson, Chief Operating Officer of Finance		
Phone	(772) 221-7414	**Email**	jroberson@martinclerk.com
Length of time services provided		2020 to present	

City of St. Petersburg			
Contact Name, Title	Tom Hoffman, Treasurer		
Phone	(727) 893-4170	**Email**	thomas.hoffman@stpete.org
Length of time services provided		2016 to present	

Osceola County Clerk of the Court & County Comptroller			
Contact Name, Title	Diana Rodriguez, Chief Financial Officer		
Phone	(407) 742-1772	**Email**	diana.rodriguez@osceolaclerk.org
Length of time services provided		2017 to present	

Manatee County Clerk of the Court			
Contact Name, Title	Neil Unruh, Sr Director of Finance		
Phone	(941) 749-1800	**Email**	neil.unruh@manateeclerk.com
Length of time services provided		2025 to present	

Organizational Overview – A brief history and general overview of the organization, including parent and/or subsidiary companies (especially any investment services affiliates), and their impact on the bank's operations.

JPMorgan Chase & Co. (JPMorganChase) is a financial holding company. Its principal banking subsidiary is JPMorgan Chase Bank, N.A. (J.P. Morgan), a national banking association with branches in 48 states. Here are some other key distinctions we think you should know about us:

- Paymentech, LLC, is our payment and merchant services subsidiary.
- Our principal nonbank subsidiary is J.P. Morgan Securities LLC, a United States (U.S.) broker-dealer.
- The firm's principal operating subsidiary outside the U.S. is J.P. Morgan Securities PLC, a United Kingdom (U.K.)-based subsidiary of J.P. Morgan—wholly owned by JPMorganChase.
- JPMorganChase is a leading global financial services firm with assets of more than $4.4 trillion.
- A component of the Dow Jones industrial average, JPMorganChase has its corporate headquarters in New York.

The firm serves millions of consumers in the U.S. and many of the world's most prominent corporate, institutional and government clients under the J.P. Morgan and Chase brands. Additional information about the firm is available at www.jpmorganchase.com.

As of December 31, 2025, JPMorganChase has:

- Headcount of 318,512 employees worldwide.
- Market capitalization of $869 billion.
- Deposits of $2.6 trillion.
- Loans of $1.5 trillion.
- Total stockholder equity of $362 billion.
- Tier 1 and total risk-based capital ratios 15.5% and 17.30%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

History of our firm

The story of JPMorganChase and our legacy institutions reaches back more than 225 years. Since then, we've amassed more than 1,200 financial institutions and become one of the largest banks in the U.S. and one of the premier financial institutions in the world.

Highlights of our history

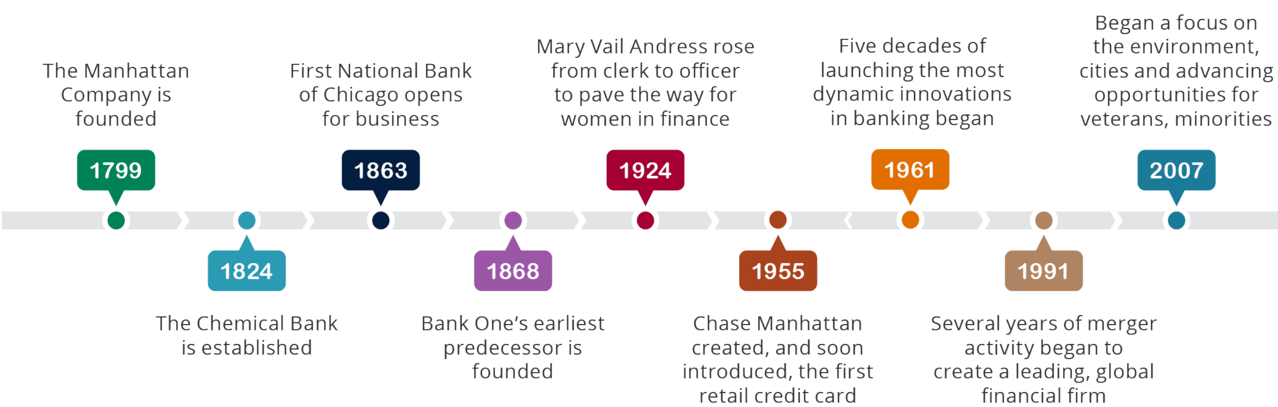

Figure 1

These predecessors, and many more, delivered innovations in finance to help grow the U.S. and global economies.

F. NACHA Participation– Affirmation that the proposer is a sending and receiving bank within the National Automated Clearing House Association (NACHA) network.

J.P. Morgan has been a member of the National Automated Clearing House Association (Nacha) in the U.S. for more than 40 years.

G. Public Project Funding – Evidence of participation in funding public projects in Pinellas County and/or the State of Florida, including project descriptions and funding amounts.

Below are a few of our recent volunteer/financial health events held in 2025:

- **Tampa Bay Collard Green Festival:** The firm has supported the organization locally through sponsorship ($1,000/year) and volunteerism since 2023, event is held annually in February. The nonprofit holds an annual community festival and 5K to promote wellness and education. An average of 25 J.P. Morgan employees volunteer each year.
- **Fraud Awareness in Partnership with St. Pete Police Department:** In March, 2025, we held a financial health awareness event at Evara Health with St. Pete Police Cyber Crimes Unit. 30 attendees learned about fraud and scams happening in the area and how to protect themselves.
- **Clearwater Urban Leadership Coalition:** This 501c3 is a collaborative network of community organizations, businesses and individuals working to develop a cohesive plan for the North Greenwood Community. We partnered with the organization to host a community event for small business owners and educate them on the firm's 1:1 Coaching for Impact mentoring opportunities. We also provide ongoing education with small businesses that are part of the North Greenwood CRA project.
- **Saturday Shoppes:** We partnered with the nonprofit to host financial health workshops for small business owners and entrepreneurs. We also supported Thanksgiving and Christmas food distributions for more than 1,000 attendees at Deuces Corner Park.

Please see Appendix 5 for additional information about our contributions to Greater Tampa.

Tab 2. Scope of Work/Services

When responding to this section, please provide information in the order listed below. For each of the following services, if applicable, provide any innovations, including but not limited to, technology that you believe sets you apart from other banking services providers.

A. Account Analysis

Provide details of Account Analysis, including but not limited to itemized glossary of fee description and unit costs, level of detail provided in reports, statements available, downloadable options, ability to pay third party fees such as: armored car, banking supplies, merchant services fees, check stock, and custody charges with earnings credits. Verify the account analysis statement will include Average daily ledger balance, collected balance, Volume of services rendered, Transaction charge (unit price), Total charges per category of services, Total charges for all services rendered, Total earnings credit allowance. Verify the statement will provide consolidated reporting for the group of accounts and an individual statement for each account.

The County receives an account analysis statement each month identifying all services provided, product volumes and the resulting service charge incurred. Account analysis statements are available online on the sixth business day after close of the billing period.

Each month, you receive a detailed account analysis statement for your account. If you have multiple accounts, you receive a summary account analysis statement for your entire billing relationship in addition to a detailed account analysis statement for each individual account. The statement includes:

- **Balance/Compensation analysis**: Provides a summarized view of the balances, service charges and earnings allowance applied to your account.
- **Service/Activity analysis**: Details the services used in the statement month by product category.

In addition, J.P. Morgan will offer the County the option(s) of passing your armored courier fees through account analysis to leverage excess balances or paying your courier directly (Note: The County would enter into a contract directly with your desired courier).

Please see Appendix 6 for a detailed guide to our account analysis statements.

B Centralized Deposit Management

Describe your solutions for a central cash deposit drop-off location within an office building that includes deposit drop-off verification and tracking, armored car pick-up, and deposit verification. Includes smart safes and/or any other services to automate the process.

We recommend the County use our Remote Cash Capture solution as part of your process to receive daily deposit credit for cash placed into a smart safe or cash recycler located on site at your business. Both types of safes incorporate U.S. dollar validation, counterfeit detection and software capabilities to provide online reporting. Our solution allows clients to contract and lease safes from Brinks, Loomis or Garda.

The efficiencies gained using Remote Cash Capture allow the County to eliminate time-consuming deposit preparation of cash, freeing staff to spend more time on other tasks. And advanced credit means we post deposit credit each day without daily armored vehicle service to the bank.

BENEFITS OF OUR APPROACH: Remote Cash Capture	
Reduce costs	Cut down on scheduled armored courier deposit pickups without sacrifice to liquidity and safety
Improve cash flow	Receive provisional credit for cash placed in the safe without making a trip to the bank
Save time	Reduce time spent on cash deposit preparation through safe's automation

BENEFITS OF OUR APPROACH: Remote Cash Capture	
Simplify reconciliation	Access details for reconciliation through the end-of-day reporting to your POS system
Strengthen security	Securely store cash and limit cash in registers as only your armored vendors can open the safes
Protect employees	Deliver deposits to the bank via armored courier so your employees don't need to go to a branch

We recommend that the County meet with our approved armored courier providers to understand the Remote Cash Capture solution that is right for your operations. These providers review the equipment options, placement, capacity and related pricing with you to help determine a solution that meets your needs.

C. Cash Vault Services

Provide details of Cash Vault Services including but not limited to reporting, physical location of the vault, hours of service, processing turnaround time, restrictions and/or exclusions, same day credit for deposits and next day delivery of currency orders. Please describe your armored car services that you utilize and provide a list of armored car companies you work with.

The County benefits from making cash deposits from your location using our cash vault services. You arrange to contract with an armored courier to drop off deposits at one of our more than 100 vault locations. We recommend you use our Tampa vault location. The following is our cash vault process:

Step 1: Your selected armored courier picks up your deposit bags and delivers them to our Tampa site.

Step 2: Your deposits are processed and credited to your account by cash vault processing specialists using our advanced equipment. If we receive your deposit prior to the cutoff time (8:00 p.m. for cash-only and 5:00 p.m. ET for mixed deposit at the Tampa vault), we provide provisional, same-day ledger credit and may convert your cash deposits into usable funds on the same day. Coin deposits greater than $10 may be credited to your account on a delayed basis.

Step 3: Your cash-only deposit transactions post to your designated DDA with the deposit bag number and deposit ticket date to assist with your reconciliation. Verification of the cash occurs within 48 hours.

Step 4: Choose your notification method for any discrepancies (if any) during onboarding.

Step 5: Request email notification of adjustment information, a mailed advice on the day following verification or access to our Web Currency Services portal to view your account detail.

Please, keep in mind:

- Adjustments post electronically to J.P. Morgan Access, our banking portal, and to your bank statement
- Included are a cash credit or debit adjustment with the dollar amount; your account number; original deposit amount; original deposit date; and, processing vault ID and adjustment.

Vault orders. Request change orders as needed, establish a standing vault order or use a combination of orders. Place coin and currency orders via telephone using an interactive voice response (IVR) or through our Web Currency Services ordering platform.

- **As-needed change orders** can be set up 24/7 and up to six months in advance of the requested delivery date. Orders placed prior to 1:00 p.m. (local time of the vault) are available for armored courier pickup by the end of the business day in the vaults.
- **Standing vault orders** are established, repetitive orders and can be prepared for a predetermined amount and delivered on predetermined delivery days (e.g., every Monday and Thursday). Orders can be delivered daily Sunday through Saturday, subject to your armored courier's restrictions. Amounts may vary by delivery day.

Couriers. We don't endorse any specific third-party couriers. However, we do have other customers that are using your current provider. Based upon the processing site, we will provide details of the existing couriers in those markets. This information is available prior to implementation.

Verify provision of daily, monthly, and annual reporting by pickup location. Verify ability to report on cash versus check totals for each deposit.

For the County's coin and currency needs, J.P. Morgan offers a secure, one-stop reporting and ordering service. Web Currency Services is online in real time and available 24 hours per day with the bank's nationwide vault network.

BENEFITS OF OUR APPROACH: Web Currency Services	
Detailed reporting	Detailed reporting with transaction reports and graphics to assist with trending, compliance and audit needs
Increase efficiency	Increase efficiency by analyzing deposit and order trends to uncover opportunities
Improve reconcilement	Improve reconcilement with fewer systems, databases and spreadsheets
Place real-time currency orders	Place real-time currency orders, manage deposits and view currency and coin denomination details
Faster inquiry resolution	Faster inquiry resolution based on filter order and deposit data
Loss reduction	Loss reduction and fraud potential with user authorization

We designed Web Currency Services to help simplify cash ordering, uncover ordering standardization opportunities and monitor vault deposit credits to your accounts. Web Currency Services provides a variety of detailed views of cash transactions and user-friendly analytical dashboards with visibility into currency orders, deposit details and history and trend reports.

D. Third Party Credit Card / Electronic Processing Service

Please provide a list of vendors that your institution works with, and include details of electronic processing services, including but not limited to timing for card transaction postings, as well as daily crediting to the County's bank account.

Per Addendum 1, merchant services have been removed from the solicitation.

E. Depository Services

Describe Depository Services available, including but not limited to all branch office locations throughout Pinellas County, availability of funds of wires and various deposit types, deposit reporting, destination department identification, adjustment reporting and notification thereof, same day credit for all deposits/wires, and supplies provided.

We offer flexible depository services to meet the County's check and cash deposit needs. We offer 21 commercially enabled branches in Pinellas County, accepting smaller deposits defined (per day, per branch) as:

- Less than $10,000 in cash (with coin in separate coin bags)
- A maximum of 10 deposits
- A maximum of 100 checks per deposit (vault and branch)

Make cash deposits at any time through the depository vault (night depository) at any commercially enabled Chase branch. Business Deposit Express requires the use of recyclable, dual-pouch, tamper-resistant plastic deposit bags for each deposit. By using the plastic deposit bags, branches may verify deposits containing cash on a delayed basis. We complete deposit verification of all cash within two business days of receipt of the deposit (three days if the deposit package is forwarded to a commercial vault for verification).

Branch locations. Locations in Pinellas County are provided in Appendix 2 which includes 21 commercially-enabled branches. The appendix includes a map and detailed location information for the County's review.

Funds availability. The County receives same-day funds availability for cash deposits, incoming wire, ACH transactions and checks drawn on J.P. Morgan. The cutoff time for each transaction is detailed below.

Deposit cutoff times	
Cash deposits	
Branch deposits	Times vary by location, but are typically between 5:00 p.m. and 6:00 p.m. branch time.
Branch night drop deposits	7:30 a.m. branch time. Select branches offer a second opening in the early afternoon. Deposit cutoff times are clearly indicated on the face of each depository, as required by law.
ATM deposits	11:00 p.m. ET. Deposit cutoff times are clearly posted at each ATM.
Check deposits	
Remote Deposit Capture	10:00 p.m. ET, with same-day ledger and availability based on account schedule.
Electronic deposits	
Wire transfers	Wire transfers are credited and available in near real time throughout the day. The cutoff time for incoming credits is the close of Fedwire, which is 6:45 p.m. ET.
ACH	For ACH credits, you receive availability (memo post) for ACH collection on opening of the business day on the settlement date. A hard post of the funds happens at the end of the business day. For ACH debits, any same-day originations are settled at the end of the business day.

Deposit reporting. The County can customize the filters and view of the Balance and Transaction Report, as a Location Report that captures deposit information from each of your locations. Locations are identified by a ULID number printed on the deposit slip, which is then reported back to your main office/location, broken out by each location. The Location Report captures and reports deposit information for the period you determine. Totals are calculated by each ULID location ID for the date range selected along with other optional totals.

Deposit identification. We recommend you use deposit slips preprinted with a Unique Location Identifier (ULID) for each of your locations. With these deposit slips, your deposit history information is sorted by account and ULID.

Adjustment reporting. The standard delivery method for adjustment advices is the U.S. Postal Service. We mail adjustment advices within one business day of verification to the address listed on the deposit account. The location number can be included on the adjustment advice. The credit or debit deposit adjustment can also be viewed online and on your bank statement with the dollar amount and location number, depending on whether the deposit is delivered to a vault or branch.

Supplies. The County receives materials, including detailed deposit preparation procedures during the initial onboarding meeting. Deposits are to be placed in a tamper-evident, two-pouch, "cash and check" plastic security bag. One pouch is resealable, and the other is tamper-evident. One side of the bag must be clear to verify the contents, and the bag number must be bar-coded on the outside of the bag. Use disposable plastic coin bags and a separate deposit ticket for coin deposits greater than $10. Coin deposits greater than $10 may be verified on a delayed basis. Coin deposits greater than $10 should be directed to a vault for processing.

The County can order deposit tickets and other supplies through us. J.P. Morgan debits your account for deposit tickets, endorsement stamps and depository bag fees. Other depository supplies may be charged through account analysis.

Specify how deposit discrepancies or returned items are handled, and the time frame that the County must notify the bank of such errors. Describe any applicable fees that would apply to the supplement of strapped/rolled funds, deposit bags, or discrepancy handling.

We process all adjustments regardless of dollar amount. We internally manage adjustments below a predetermined sundry amount without posting the corrected entries and related fees to your account. Both vault and branch transactions are subject to the $2.00 sundry amount.

The standard delivery method for cash adjustment advices is via the U.S. Postal Service. Within one business day of verification, we mail adjustment advices to the address listed on the deposit account. The location number can be included on the adjustment advice.

We post the adjustment to the County's account and report it online—through J.P. Morgan Access information reporting tools and on the County's bank statement—as a deposit adjustment with the dollar amount and location number.

Deposit adjustments vary by channel—branch, check or vault. The deposit adjustment information provided the County's may include: the deposit ticket date, credit date, verified date, declared deposit amount, verified deposit amount, denominational breakdown and any adjustments along with the associated reason code.

Returned items. The County can be confident that we offer standard return and reclear item processing to help you manage your return items. In addition to our standard return and reclear processing, we offer several non-standard options for the County's consideration.

Your return item handling instructions are maintained within a comprehensive database at the bank. During the check clearing process, the paying bank may return deposited checks for a number of reasons, including non-sufficient funds (NSF), uncollected funds, stop payment, account closed. We route most returned items through the Federal Reserve System to regional return processing areas.

After processing the County's return items per your handling instructions, the return system generates a debit to the designated demand deposit account (DDA). If requested, the debit can be made to an alternate account from the original deposit account. We match the actual return items to a return item advice and mail them to the DDA statement address via First Class U.S. mail. The return advice lists the dollar amount and the reason for return for each item.

Fees. Please see our pricing proposal for all pricing information.

Describe your best practice recommendations and solutions to provide deposit only proxy account numbers for ACH and wire remittances received by the County. Including the ability to track multiple locations and departments.

We offer our Virtual Reference Number (VRN) solution that allows the County to increase the efficiency of your receivable reconciliation and cash application processes. With the increase in electronic payments, reconciliation can be challenging. The County may receive payments with incomplete information, making it difficult to identify payers. Reconcilement of electronic payments is often hampered by invalid or truncated information provided by your remitter customers.

Provide the VRN to your customers to use like an account number. We effectively track each incoming electronic transaction by identifying the payer per the VRN—you reconcile receivables almost immediately.

Our VRN solution can help alleviate the following common payment challenges:

- Payers making one payment for multiple invoices
- Payers making partial payments for one invoice
- Incomplete information given for payments received

- Identification of client receiving entities to which payments should post

Electronic receipts are paid quoting these dedicated VRNs, which are linked to your physical account with J.P. Morgan, thereby enabling automated and clear identification of your payers without the onerous task of manual reconciliation. Here's how it works:

- We provide you a range of reference numbers to assign to each of your payers and/or receiving entities
- Your customers quote the VRN in place of your account number
- When we receive the payment, we automatically associate the VRN to you and credit your operating account with us
- Each credit contains the associated VRN to identify the payer/receiver and apply to your accounts receivable
- Access the VRN in the transaction postings to your account—reference numbers are reported on standard reports via J.P Morgan Access, File Transmission and Receivables Online

F. Images

Describe in detail document storage related to image types, period of availability on online portal, adjustments, reporting, transmission of supporting documentation and record retention guidelines.

Our banking portal offers 1 calendar year of account balance and transaction data (standard). Upon request, for report retention, the system can store up to 2 years of data.

Images of all on-us transactions (paid checks, deposit tickets, advices/adjustments) and account reconciliation (ARP) reports are available via our banking portal. Check images, deposit tickets, deposited item images and ARP reports are stored for 7 years (standard) with an option to extend retention up to 10 years.

Transaction Services provides 7 years of wire details for both incoming and outgoing wires and offers 15 months of historical ACH transaction information on all ACH-originated payments.

Online retention

Service	Retention	Extended retention
Online activity	1 year	2 years
Bank statements	Up to 7 years	
Account analysis statements	Up to 13 months	
Paid check images	Up to 7 years	10 years with approval
Deposit tickets and deposited items	Up to 7 years	10 years with approval
ARP reports	Up to 7 years	10 years with approval
Items deposited with Remote Deposit Capture	10 years via Receivables Online	

G. Lock Box

Describe lockbox services including but not limited to frequency of pickups, funds availability, transmission of supporting documents, adjustments, and reporting. Provide a list of third-party providers that you work with.

Based on the County's desire to continue using your current lockbox processor and sending your financial institution the items to be processed, we recommend you use our image cash letter (ICL) solution, which allows the County to image your paper items and transmit them to us electronically for clearing. If the County would like to explore moving your lockbox processing to another provider, we have provided details of our solution below.

Image cash letter. Our ICL solution can clear all of the checks through image exchange or review the items to determine if clearing through ACH or image exchange is optimal. The County will benefit from:

- **Image-enabled routing transit numbers:** J.P. Morgan currently sends to approximately 25,000 routing transit numbers. The bank updates routing transit numbers on a quarterly basis.
- **Competitive availability schedule:** We base availability on the bank which the deposited check is drawn and the time the deposit is made.
- **Electronic notification of ICL transmission:** The County will receive an electronic notification for each ICL file you transmit to us. We send notification, including the number of items and dollar totals, to designated recipients via email or XML transmission.
- **Advanced image quality analysis processes:** We use a two-pass process to identify suspect items. The process determines whether items may be acceptable for presentment to the paying bank or are nonconforming images (NCIs).
- **Image quality processing:** This helps reduce adjustments, potential privacy violations and fraud. Quality checks verify that ICL-deposited items are correctly debited and credited to the proper account(s), for the precise value(s).
- **Codeline match quality processes:** We use, and were one of the first providers to implement, a process to verify that check data associated with an image matches correctly to the item.
- **Duplicate file detection:** Our transmission management process includes duplicate file review against the database for the previous 90 days of transmission activity. To guard against duplication, J.P. Morgan reviews file headers for volume, value, composition date and time, and sender details. Files will not be processed if the header and/or detail records indicate zero dollar value. We provide timely email and telephone notifications to minimize service disruptions.
- **Duplicate item detection:** While you are responsible for not sending duplicates to us for deposit, we have enhanced our process to identify duplicate items when possible. Our process uses the full MICR line to determine if an item has been previously processed within our VPC (Virtual Processing Center) over a 90-day period. If any duplicates are identified, we will reject these items and notify you timely via email
- **Enhanced landing zone:** We assign the County's deposits float and pricing based on the time the file is received and acknowledged, not at another point later in the process.
- **Seamless onboarding process:** Implementation is driven by the outcome of testing, file certification, connectivity, etc. Our Client Onboarding team will work with the County to configure the services we will provide.
- **Test quality:** Data Treasury and JPMorgan Chase settled a patent dispute several years ago. The terms of the settlement are confidential; however, they include "safe harbor" and "most favored licensee" protection. This gives us a competitive edge in check processing. In this context, safe harbor means the protections the bank receives with regard to certain Data Treasury patents, including U.S. Pat. Nos. 5,910,988 and 6,032,137, are passed to our clients who receive services for those check images created, transmitted and stored as part of our ICL services.

Lockbox. J.P. Morgan Wholesale Lockbox, a solution powered by Receivables Online (RO), allows you to direct payments to one of our local processing centers where payments are automatically collected, processed and deposited into your J.P. Morgan bank accounts. We can help the County post receivables quickly, reduce exceptions and strengthen your cash position. Benefit from our investments in equipment refreshes with artificial intelligence and machine learning technology to minimize exception processing.

We own and operate our full-service, nationwide lockbox network of processing sites with fully automated wholesale and scannable services. J.P. Morgan offers a full range of wholesale lockbox services, using a common nationwide network platform, in Binghamton (NY), Chicago (IL), Dallas (TX), Detroit, (MI), Los Angeles (CA), New York (NY), Phoenix (AZ), and Toronto, Canada (mail receipt hub only). We recommend our Dallas site for your processing needs.

Please note that we currently process ICL files from your current provider for several of our existing clients.

H. Merchant Services

Describe Merchant Service program including but not limited to: PCI compliance, encryption policies, ability to partner with county and third-party online payment gateways, chargeback policy, description of reporting available, support and training. Verify ability to work with existing V400m terminals. Describe terminal support, including replacement, and repairs.

Per Addendum 1, Merchant Services has been removed from the solicitation.

I. Overdrafts

Provide a detailed description of the overdrafts service, and its policies, including but not limited to honoring daylight overdrafts, payment of overdrafts, format of notification to client. Confirm availability of funds for critical sweep accounts such as payroll. Define handling of negative collected balances as well as the fee calculation methodology.

Daylight overdrafts are referenced in the context of either intraday credit line (IDL) or intraday liquidity (Fed daylight overdraft) usage, subject to credit approval. The bank does not charge for intraday or daylight overdrafts.

We charge for the use of end of day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs. Overdraft fees can be offset by an earnings credit allowance and may be assessed on a per occurrence basis. The formula for EOD Negative Collected Balance Fee is as follows:

Negative Collected Balance Fee Calculation
$\frac{\text{(Negative Collected Balance x OD Rate* x Number of Days Overdrawn)}}{\text{360 days}}$

*OD Rate = J.P. Morgan's Prime +3%

Recognizing a client's credit standing, an appropriate intraday credit limit will be made available to make sure your transactions flow smoothly and efficiently through our systems. This limit is electronically verified by our Funds Transfer Balance Control System. Payments within the limit, plus the current cash position in your account, will instantly flow through to the appropriate execution mechanism.

If a payment takes your account balances over the intraday limit, we store the transfer electronically and refer it to a funds control officer for approval. If we receive covering funds while storing the payment, the transfer is automatically released without manual intervention.

One important feature of our system is the ability to group designated accounts together into a single relationship for intraday credit purposes. This provides for the release of payments when the total balance and intraday limit in your grouped accounts is sufficient.

Notification. The County's client service team handles overdrafts and will contact you to help confirm the account is processed appropriately. However, an interest overdraft fee may be assessed on uncollected balances. If a bank error creates an overdraft, we will correct it at no charge to the County.

J. Payment Services

Provide a detailed description of the Bank's payment services, including but not limited to: positive pay, virtual cards, ghost cards with controlled restrictions, online vendor portal payments, enhanced ACH, check printing & testing, procurement cards, travel cards, Electronic Data Interchange (EDI), and any additional information regarding technical and customer service

supports, security measures, fraud protection and prevention, segregation of duties, reports available for each payment service type and retention period. Describe rebate or similar programs that the Bank offers.

We provide a full suite of payment services including positive pay, online payments, ACH, check print and EDI. The County will find details regarding these services below. Per Addendum 1, virtual cards, ghost cards and commercial cards have been removed from the solicitation.

Positive pay. Our positive pay services help protect the County's accounts. You simply send us your check issue files via transmission or the internet. Our J.P. Morgan Access internet delivery channel provides a foundation for secure and traceable communication between you and the bank.

We match checks presented on your account to those you have issued. If they don't match, we provide images of exceptions to you via J.P. Morgan Access. You instruct us to pay or return by the deadline.

We also offer the following:

- **Payee verification:** Digitally interrogates the payee name and looks for alterations or additions above, below or to the right of the payee name that would change the payee identification.
- **Teller line positive pay:** The strongest defense available to prevent check fraud. We update our teller line system within one hour of receipt of the issue file to validate checks at Chase teller windows and ATMs, denying payment for unmatched entries.
- **Reverse positive pay:** An affordable check fraud protection without needing to upload check details, allowing you to identify discrepancies and instruct the bank on returns. Each day, you receive a file of presented checks to match against your database, investigate discrepancies via J.P. Morgan Access, and decide on payment, return or adjustments.
- **Post No Checks block:** This service blocks all checks from your depository account or account used for electronic debits only. It can be added or removed from an account in one business day. There is no notification of checks attempting to clear the blocked account. There is no additional fee for this service.

Online portal payments. J.P. Morgan Concourse™ is an end-to-end, digital, omni-channel solution. It provides the County with a seamless digital payout experience that lets you directly connect with your customers and suppliers through multiple channels, including a County-branded online and mobile portal that we host securely.

Concourse offers the flexibility for the County to initiate payments to your counterparties intelligently and offer them a variety of payment options to choose from.

- You can opt to offer traditional payment methods, such as Check and Same Day or Next Day ACH.
- You may also choose more "instant" options, such as *Zelle*® and J.P. Morgan Real-Time Payments network or push to a debit card.
- You can push funds directly to alternative methods of payments, including Venmo or PayPal™ digital wallets.
- In the future, Concourse will also support additional digital wallet capabilities.

ACH origination. We offer a comprehensive lineup of ACH services to help streamline your business, including origination and receipt. Based on your operational requirements, we recommend the following solutions for ACH origination:

Lower-volume origination by using our banking portal, J.P. Morgan Access. The banking portal provides a fully integrated, browser-based service with easy-to-use applications for all your information, compliance and portfolio management needs.

Common sets of intuitive templates for every payment method are available to you. Transactions based on templates or entered in free-form mode are created by you, then batched, approved and released for processing. Create templates to support a complete menu of ACH transactions with all template information **stored securely** with the bank:

Templates for all ACH transactions	
• Consumer payments • Consumer collections • Payroll payments • Corporate/vendor payments • Corporate/vendor collections	• Cash concentration • Cash disbursement • Federal, state and municipal payments • Child support payments • Funding other J.P. Morgan accounts on a same-day basis

For non-repetitive payments, the County can create free-form ACH payments without the need to establish a stored template.

Larger-volume origination by using secure file transfer protocol (SFTP) transmission for batch files. For Nacha-formatted file origination via transmission, we offer ACH Direct Send. For other file types we offer J.P. Morgan File Transmission Payments.

Originate through batch file transmissions using industry standard Nacha file formats (e.g., ARC, CCD or PPD). Then, send your file to us through a common protocol, such as secure file transfer protocol (SFTP). We offer a file delivery solution that allows the County to send and receive ACH files using:

- SSL session encryption
- Browser-based file exchange (HTTPS)
- SFTP with PGP (Pretty Good Privacy) or GNUPG (GNU Privacy Guard) file encryption
- AS2 (Applicability Statement 2)

Check print. We offer check print services for the County to outsource this function and leverage the bank's economies of scale and fraud protection. Let us help you lower operating costs and reduce risks associated with printing checks or remittances in-house with our comprehensive check print services.

For nearly 30 years, we have helped clients benefit from outsourcing the check print function. Through significant infrastructure and technology investments in our U.S. printing facilities, we offer a low-cost, high-quality printing solution that is designed specifically for you and can be adapted as your needs change.

The County benefits from using check stock with the most robust security features in the industry. New check paper stock provides security features, such as chemical sensitization, invisible fluorescent security fibers, security watermark and security alert verbiage.

Most importantly, the County more effectively controls risk by no longer needing to store check stock, signature stamps and other supplies on site and subjecting them to theft.

Electronic Data Interchange (EDI). With File Transmission Payments, our automation solution, the County can streamline operations and reduce expenses by transferring many of the tasks involved in payment initiation from your operation to the bank. A secure connection can be established between the County's Enterprise Resource Planning (ERP) System or treasury management systems and J.P. Morgan, which will enable you to send a single payment file containing ACH, wire, virtual card and check payments to us, which we then translate and route to the appropriate processing systems.

File Transmission Payments offers a full range of file formats and transmission protocols and supports most payment types in our global footprint. File Transmission Payments provides the County with a direct, secure connection to the bank for worldwide transaction initiation.

Technical and customer service support. Our Payments Solution Center Access Support team provides support to you for J.P. Morgan Access-related inquiries, which includes troubleshooting browser, software and scanner issues. They also assist with internet troubleshooting, password resets/unlocks, resolving error messages, etc.

The Access Support team provides a general help desk as the first level of support. If your call needs to be escalated, senior specialists provide the second level of support, and the manager provides the third level.

In addition, Access Support specialists have the authority to escalate, as appropriate, any client issue to provide timely and accurate resolution. Your client service associate, Kara Malone, is also available to assist with technical and service related inquiries.

Security and segregation of duties. Please see *Tab 3. User Experience, Other Proposed Services, and Transition Methodology* for details on the security functions and segregation options of our online portal.

Fraud prevention. In addition to the check fraud solutions provided at the beginning of *J. Payment Services*, we provide services to protect your account from unauthorized ACH transactions:

- **ACH Transaction Blocking** is a fraud mitigation solution available via Payment Control Center in J.P. Morgan Access that allows you to add ACH debit and/or ACH credit block setups at the account level. Additionally, we offer **ACH Positive Pay** (ACH PP), a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account.
- **Account Validation Service** (AVS) is a routing engine and service offering for validating counterparty payee information using the bank's ACH data and Early Warning® databases. Using data provided by you, the service verifies the status and/or ownership of a U.S. demand deposit account (DDA). AVS offers:
  - Account Verification: Uses bank routing and account number to provide real-time account status for consumer and business accounts
  - Owner Authentication: Confirms customer and business identities and enables clients to confirm account owner or authorized user
- J.P. Morgan **Entity Validation Services** (EVS) delivers a convenient and secure method to help verify individual identity or business entity information in connection with your payments initiated through J.P. Morgan to help prevent fraud and manage risk.

Reports. Create, customize and run up-to-the-minute reports on your accounts, all from a single location using the cash reporting tools built-in to our banking portal, J.P. Morgan Access. Several master reports form the foundation of our online centralized reporting capability. Each format is customizable to create reports tailored to specific needs. Please refer to Appendix 7 for sample reports.

Retention. Our banking portal offers 1 calendar year of account balance and transaction data (standard). Upon request, for report retention, the system can store 2 years of data.

K. Reconciliation

Provide a detailed description of the reconciliation services, including but not limited to the bank reconciliation process, electronic files for cleared checks and deposited data as well as additional automation opportunities.

We offer a range of account reconciliation (ARP) services as described below.

- **Full reconciliation:** Receive a reconciliation of outstanding and paid checks, with the option of reconciling accounts by the week, month, fiscal or calendar year in a format tailored to meet your needs. Provide detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes) for full reconciliation.

  Choose how you wish to supply this data, in a file transmission or by upload or manual key entry to J.P. Morgan Access, as needed by the check activity in each account. With check issued data, we perform a full reconciliation of activity in the account, delivering a reconciliation report package via the online portal. The standard full reconciliation package contains an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date.

- **Partial reconciliation:** Receive a detailed listing of checks paid against a disbursement account over a client-defined period with partial reconciliation. This service also details certain other categories, such as stopped checks. Checks are typically listed in check serial number sequence with the amount and date each check was paid. The reports are available via the banking portal.
- **Reconciliation reporting:** View your reconciliation report package on J.P. Morgan Access within five business days from the close of a cutoff cycle. Download reconciliation reports in PDF and daily paid files in TXT format from the Recon Output tab in Access Checks.

Automating incoming and outgoing files. Manage file delivery per your preference:

- **Upload option:** Upload files containing positive pay issues, voids/cancels and stop payment requests into the banking portal in fixed text, CSV or XML formats
- **Transmission option:** Transmit the positive pay, check issue files directly to the bank

For validation, receive an automated acknowledgement of your check issuance file transmission within one hour of file receipt, via the internet or transmission. For ARP input file specifications, please see the *ARP Issue File Layout* sample in Appendix 8.

You can also receive direct transmission of prior-day balance reporting in BAI2 format and direct transmission of check paid detail for uploading into your accounting, ERP and/or treasury workstation.

L. Remote Desktop/Deposit

Describe remote desktop deposit services including but not limited to process description, ability to review and modify batches before transmission, handling of adjustments, notification of adjustments, equipment accepted/required/provided, security of protected information, number of customizable fields available and unique id (i.e. deposit ticket number).

Remote Deposit Capture, a check deposit solution powered by Receivables Online via J.P. Morgan Access, allows clients to scan checks and full-page documents from their desktop or mobile device and electronically send the images to the bank for deposit. The Remote Deposit Capture deadline for same-day deposits is 10:00 p.m. CT. Deposits scanned after the cutoff will be processed next day.

- **Desktop:** Clients can scan checks and remittance documents using an approved high-speed check or check + document scanner (list of approved scanners).
- **Mobile:** Clients can take pictures of checks and remittance documents with a supported iOS or Android smartphone device.

The solution allows the County's to deposit business, government and consumer checks, Postal Money Orders, Western Union Money Orders, demand drafts and government warrants. You need only a high-speed internet connection, a desktop check scanner and a Windows-based PC.

To use our remote capture services in the U.S., checks must be scanned from a U.S. location, drawn on a U.S. financial institution and in U.S. dollars and deposited into a J.P. Morgan U.S.-domiciled DDA.

Batch processing. Once the County scans deposit items, our remote capture software analyzes the images, and alerts the user if review is required. Users can remove unreadable items from a batch; update the amount if it is not read by the scanner; and correct MICR information, such as routing number, account number or check number. Once the user has corrected all errors, the user can continue the batch submission process.

Adjustments. Return and adjustment reports and alerts are available via our online portal, J.P. Morgan Access.

Equipment. We recommend either the Panini or the Epson product line depending on the items being captured.

Security. Our remote capture service is a digital platform accessed through our online portal. J.P. Morgan captures checks on servers in real time via a scanner/workstation at the County's site. The County submits the images and data to J.P. Morgan for processing, using HTTPS, TLS-security with 128-bit encryption.

User fields. Users are not able to define index fields for images. Retrieve check data through a variety of searchable fields. Transactional data automatically displays the check image as well as check fields, such as check amount, serial/check number, routing transmit number and demand deposit account number.

Our remote capture service has 10 open, user-defined fields with flexibility for the County's specific needs. We can customize these fields for label and data validation. A client onboarding manager works with you to create fields to best meet your needs.

Location identification. Our remote capture service aggregates deposits submitted from multiple, geographically dispersed processing sites, including mobile, by the deposit deadline into one credit per account/ULID or one credit per batch. Mobile items can be included in an aggregated file. Reporting is at the aggregate credit level. We offer the option to view deposits by batch on your bank reports and statements.

M. Returned Items

Provide a detailed description of the returned items services, including but not limited to handling of NSF and UCF return items, including dollar thresholds, timing, detail of reporting, and online images available.

J.P. Morgan maintains a comprehensive database detailing the County's return item handling instructions. During the check clearing process, the paying bank may return deposited checks for various reasons, including non-sufficient funds (NSF), uncollected funds, stop payment or account closed.

Upon receipt of return items from a paying bank, J.P. Morgan's returns system generates a debit to the designated DDA. We provide a variety of optional services for handling return items, such as posting options, redeposit or notification via Receivables Online. During your account implementation process, we will help the County set up the appropriate solutions to manage your returned checks.

Redeposit options. The County's eligible checks returned for the first time can be automatically redeposited. We can redeposit all eligible returned checks, only checks under a certain dollar amount or only checks greater than or equal to a certain dollar amount. Collection float for the redeposited items posts to the County's account.

Timing of notifications. The County receives email notification as text-only or as text with image delivered via encrypted secure email. The email message contains the return item detail, and a separate attachment contains the returns images (front and back). We offer flexibility:

- Group email addresses
- Choice of returns only, redeposits only, returns and redeposits, items over a certain amount
- Timing for email notification, such as immediate, hourly, end-of-day

Information reporting. View all return debits via J.P. Morgan Access. The data available depends on the posting option—single item or lump sum—that you select.

- **Current day:** Throughout the day, your available balances are reduced to account for the end-of-day posting of returned items and for redeposit float Each item is a reportable transaction and contains summary information: transaction type, check number and dollar amount. We process all returned items received during the day, which may be after the end of your business day.
- **Prior day:** Prior-day reports are typically available by 7:00 a.m. local time of account domicile. Single-item posting data includes dollar amount, return reason and, if enabled, location number and maker name. We include the following data if available: check number, original deposit amount and original deposit date. Lump-sum posting data includes dollar amount, location number (if enabled), advice number and number of items included in the debit. Prior-day returns data is also available via BAI2 transmission, which includes the same data as described above.

Image viewing via our online portal. The online portal allows the County **next-day access** to return and redeposit item information and images. This solution allows your authorized users to electronically retrieve returns and redeposited item images. Our portal provides secure 24-hour, high-speed online access to your return and redeposit images.

To find an image, run a Returns and Exceptions Report or the Balance and Transaction Report on the online portal. The front and back of the returned item is available. Then click on the icon for the return item image to view, print or export the image.

N. Stop Payments

Provide a detailed description of available bulk/batch transaction processes, including but not limited to the Bank's stop payment services, detailing the functionality and security control of the process, as well as ACH reversals. Provide a copy of your stop payment agreement.

To streamline the County's stop payment process, we offer the following options:

- **Internet:** Place stop payments online via the banking portal, either directly from within the "Stops" function or more efficiently by using the "Inquiry" function where the check numbers are validated against the issued items
- **File Transmission:** Send a stop (or revoke) payment transaction within the positive pay issue files, allowing stops to be processed in batch
- **Manual:** For back up, contact your designated CSA to assist in placing a stop payment

Online stop payment requests. When placing stop requests via the banking portal, the system searches 90 days of transaction history to identify if the check has been paid (extended retention periods are available) for payment requests entered manually.

If the check has been paid, the system reports the date the item was paid, and you can;

- Choose to continue to request the stop by clicking "enter" (e.g.: to prevent payment of a second presentment of an item with the same check information)
- Choose to cancel by clicking on the "cancel" button If you do not want to place the stop

Once the stop payment request is submitted appropriately, it will be processed within one hour. We provide confirmation online of successful placement of the stop payment request. Print or download details as needed.

Additionally, a stop payment activity report is available online. The final status of the item at the time the stop was placed is available on the activity report the following business morning.

Stop payment requests remain in effect for one year and can renew for an additional six years.

ACH reversals. Initiate online transaction reversals in a secure manner using Transaction Services through J.P. Morgan Access or by initiating requests using file transmission. You may delete an entire file by contacting your dedicated client service associate or the ACH Transmission Services Group by phone at (813) 432-3800.

Our goal is to delete a file or item prior to the bank releasing the file or item to the ACH network. According to Nacha rules, reversals must be made within five business days after the settlement of the original ACH entry.

Transmit a reversal file or delete individual transactions using the Inquiry feature on our banking portal. Our goal is to execute a file deletion before releasing the file to the ACH operator.

Authentication or encryption software or hardware may be used, depending on the method of reversal or deletion. Other security procedures involve ID/password combinations with levels of security administered by a security manager, as well as authorized signature verification.

O. Transfers

Provide a detailed description of the wire and book transfer service including but not limited to the period of time necessary to align electronic and hard copy documentation, the ability to initiate and monitor payments online, the ability to create and store recurring/repetitive wire instructions, and security measures for wire initiation and approval. Details with regards to ACH services should include recurring templates, handling of emergency requests, ability to import existing templates, segregation of duties and services offered for the direct deposit of payroll including EDI reporting.

J.P. Morgan Access makes it easy to initiate and manage transactions. The Payments functionality is a fully-integrated function within the online portal. The County can access all services via single sign-on.

Wire transfer initiation via J.P. Morgan Access. Our online portal provides you with a complete range of funds transfer services supporting U.S. dollar and multicurrency payments. Our solution supports wires (Fedwire and CHIPS), book transfers, drafts, account transfers and U.S. drawdown transaction initiations using both predefined (repetitive) templates and free-form formats.

The County establishes user entitlements. Your security administrators authorize users to add, modify, delete, approve and/or release wire transactions, as well as add, modify, delete, approve and activate predefined templates. Receive a client confirmation number immediately upon release to the funds transfer processing platform. Confirmation numbers are accessible using the cash reporting features of the banking portal.

Documentation. Requests to set up a repetitive wire transfer are initiated electronically through J.P. Morgan Access. An exchange of paper documents will not be required to set up repetitive payment templates. Standard templates are available for use immediately, whereas enhanced templates require approval by the J.P. Morgan back office, and there is normally a one to two business day turnaround, depending on the volume of templates.

Templates. J.P. Morgan Access offers two kinds of templates to support the setup of repetitive wires.

- **Standard templates:** Standard templates (County-verified, repetitive instructions) are controlled by you and are immediately available for use once approved and activated by your authorized users. You must supply the amount and value date, and may change fields that are eligible to be edited, such as payment details.
- **Enhanced templates:** Enhanced Templates are setup and approved by the County but have the added feature of being verified and activated by the bank prior to use. Bank activation of these templates is usually a 24-48 hour turnaround, after which the template is available for use. With enhanced templates you supply only the amount and value date. Depending on the payment method and the account, you can also enter between one to four lines of payment details, as well as optional information on regulatory reporting and instruction code tabs.

Security features. J.P. Morgan Access allows complete flexibility for the County to designate the rights of each user on the platform, and provides comprehensive and configurable user entitlements, limits and approval workflow to provide optimal control. Available services accommodate a wide range of security options, including dual control among users, daily or transaction limits and transaction approval rules.

Each user can be restricted by dollar amount and function. Dollar amounts may be either single transaction, daily aggregate or both. By separating duties, accounts and approval workflows, the County can help reduce the risk of fraud or compromised data. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

Additionally, our online portal automatically prevents a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release. At the point of release, the application requires that two different users are involved in the payment life cycle, which includes the creation, approval and release of the payment, as well as the creation, approval and activation of any underlying template. Therefore, even if users have all three entitlements, they will still not be able to take all three actions on a payment on their own.

ACH templates. Common sets of intuitive templates for every payment method are available to you. For example, easily create beneficiary templates with lockable and editable fields to set up recurring payments. There are many ways to customize the system. J.P. Morgan Access can be configured with flexible sorting and filtering options to display only the features you use—in the order you prefer.

Create templates to support a complete menu of ACH transactions with all template information stored securely with the bank:

- Consumer payments
- Consumer collections
- Payroll payments
- Corporate/vendor payments
- Corporate/vendor collections
- Cash concentration
- Cash disbursement
- Federal, state and municipal payments
- Child support payments
- Funding other J.P. Morgan accounts on a same-day basis

Emergency requests. Contact your assigned client service associate, Kara Malone, if you're unable to transmit data to us. She may be able to provide a solution on a case-by-case basis. You may also contact the ACH Transmission Services Group by phone at (813) 432-3800.

Payroll processing. Your employees can receive automatic electronic payroll payments to a designated checking or savings accounts when using our ACH system.

Typically, one or two days in advance of the designated payday, you send us a file containing the total amount to be paid electronically to your employees' designated accounts. For an additional charge, payroll transactions may be initiated with same day settlement, provided cutoff times are met. The offsetting amount is charged to your designated account with us on the day of settlement (payday).

Direct deposit options	
Origination method	
Larger volume	We recommend you use direct send transmission. You create a transaction file in standard Nacha format using industry standard applications. You will then transmit the file to us through a common protocol such as SFTP. The transmission is encrypted and sent to us for final ACH processing.
Lower volume	We suggest using our online portal. The banking portal allows your authorized users to enter the required ACH payment details in the fields provided as free-form payments or by initiating using a pre-approved template. In addition to initiating payroll, you can use the banking portal for ACH and wire disbursements and concentration.
Transaction type	
Prearranged payment and deposit (PPD)	Supply PPD files for next-day credits. For your employees to receive funds as available balances for ATM withdrawals on payday, you must deliver the file to us by 10:00 p.m. ET two business days prior to the settlement date. The file will be processed at the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on payday.
Same-day ACH credits	Send same-day ACH credits. All ACH credit transactions, except for international transactions (IATs) and transactions above $1,000,000 are eligible for same-day processing.

P. Zero Balance Accounts (ZBA)

Provide a detailed description of the ZBA services and features, including but not limited to account structure, master consolidated account, automatic sweeps, timing of daily account

reimbursement, daily balance and detail reporting. Please describe how transactions and balances can be tracked by department and location, and available reports.

We offer comprehensive cash concentration services to support a wide range of account structures and liquidity needs. With the bank's solutions, you can centralize balances while continuing to locally track and reconcile accounts. Physical cash concentration services let you automatically concentrate funds intraday or at the end of each business day.

If you need to concentrate cash across the U.S., our reporting services offer the added option of using Unique Location Identifiers (ULIDs) to track activity by location. With this value-added feature, the bank clearly identifies each transaction on your master account prior-day information reporting file, simplifying the reconciliation process.

For each subaccount, you select a target balance (zero or other). The bank automatically concentrates excess funds into or transfers needed funds out of the master account to bring the subaccount to its target balance.

Our cash concentration service has the flexibility to accommodate a variety of requirements. You may choose from several different parameters for customizing the account structure:

- **Target balance:** Choose a target balance to maintain in the subaccounts. The most frequently chosen target is zero.
- **Transfer time**
  - **End of day:** Concentration occurs as the last transaction of the business day before investment or loan sweeps occur. During the day, transactions in the subaccounts can be allowed to memo-post to the master account prior to the end-of-day final (hard) post. The bank executes transaction activity based on the aggregate funds availability across all accounts in the concentration structure at the time of the transaction.
  - **Intraday:** Concentrate funds with intraday transfers for investments with earlier cutoffs. Intraday can support cross-state transfers. Intrada transfers can execute at any time throughout the day.
- **Transfer frequency:** Can be scheduled daily, weekly, semi-monthly, monthly, annually or on specific dates.
- **Reporting:** Account information is available on monthly DDA statements or BAI2 service. If you subscribe to online Information Reporting services via J.P. Morgan Access, authorized staff can view reports online.
- **Intercompany reporting:** You can choose to track daily transfers and aggregate transfer balances between subaccounts and the master concentration account monthly.
  - Based on balance transfers, you can physically settle interest accrued between the subaccounts and the master account or to report the interest accrued and reset to zero for the following month.
  - This functionality enhances tracking intercompany balance transfers across multiple entities.
  - Reports are available through various channels, including J.P. Morgan Access, secured email and Host-to-Host delivery.
- **Automatic back value:** This feature creates back-valued cash concentration transfers to target balance accounts with back-value adjustments. This allows you to minimize overdrafts or unconsolidated balances from a back-valued adjustment or transaction.
- **Next day return of funds:** You can choose to reverse a prior day concentration transfer as the first transaction of the next business day.
- **Overdrafts allowed:** this option defines whether a master account can be overdrawn to fund a subaccount.
  - Allowed: Cash concentration transfers always occur and subaccounts achieve their respective target balance.
  - Not allowed: *Prevents cash concentration transfers that would overdraw the master account.*

Tab 3. User Experience, Other Proposed Services, and Transition Methodology

A. Online Self Administration

Provide a detailed description of the Online Self Administration service. Describe levels of administration available, including but not limited to dual control features, account maintenance, user maintenance, product access, segregation of functions, token and password administration, user access audit reporting.

Our online portal, J.P. Morgan Access, represents a simple, intuitive and multi-functional channel that provides rich information and transaction capabilities with a single sign-on to product applications. Comprehensive functionality provides secure, seamless access to products across our services. Review and manage data, customize treasury activities, initiate payments, coordinate entitlements and manage tasks with a single point of access to cash management.

Administrative functions with Manager. Your assigned security administrators maintain the County's security environment in J.P. Morgan Access using the online administration tools available in Manager. Manager provides simplified, self-service administration capabilities. It's the security administrator's one-stop-shop for all administration functions. It all starts with the Manager menu.

Manager menu options help security administrators take action. View your administration options in the main Manage menu including:

- **Manager Home** is where you access your Company Overview to view your relationship summary and navigate to common pages to view more detail, including accounts, products and users; additionally, you can approve requests and initiate user management.
- **Relationship Browser** is where you can see relationships between accounts, products & users to understand your relationship structure and verify user entitlements.
- **Security** is where you set up location groups, default user limits and same-day ACH functions, as well as manage tokens.
- **Workflow & Configuration** is the place to select approvers, set up approval rules and categories.
- **Action Items** is where you create new requests and view and edit user details.

Security. J.P. Morgan Access uses a multi-layer security system designed to protect the privacy and identity of users, while maximizing data and transaction integrity.

- **Control:** The County's security environment is maintained by your assigned security administrators, who create and authorize users for online services. Using online administration tools, security administrators can lock down security with precise user entitlements, limits and account settings and generate entitlement reports to meet auditing requirements.
- **Two-step logon:** The system uses an enhanced two-step logon to help validate that users are accessing the authentic J.P. Morgan Access website.
- **Single Sign-On:** A distinct user ID and password give the County's users access to the platform and product functions that do not involve the initiation of value-bearing transactions. Users entitled to transaction initiation or that fall under certain regulatory requirements will also require a security token to log on.
- **User authentication:** During the initial access to the server, users' identities are validated against their registered profiles.
- **Log on control:** After three log on attempts, the system automatically locks out a user who enters an invalid password and generates an entry in the security log. The 'three failed log on attempt restriction prior to disabling a user' is on a per session basis. This is set by our systems.

- **Computer registration:** Each time a user logs on through an unrecognized computer, the system prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as email, help desk or in person by a County security administrator.
- **Digital signature:** Authentication is required for users accessing functions involving value-bearing transactions or security activities (e.g., wires and ACH). We use a two-factor authentication process:
  - Digital signature authentication is achieved through J.P. Morgan's patent-pending solution leveraging RSA SecurID token technology to provide signatures.
  - Users enter their user ID, password and RSA SecurID token code when logging on. They are prompted to re-enter their password and token code before moving funds during their secure session.
- **Data protection:** Industry-standard 256-bit Transport Layer Security encryption helps maintain confidential access and delivery of data, and transaction facilities.
- **Session timeout:** After 15 minutes of inactivity, users are automatically logged off.

User entitlements. The County nominates your own security administrators to establish and approve users for accounts, services and functions using an online entitlement feature. As a standard practice, and to help the County maintain audit controls, a minimum of two security administrators are required for user setup and maintenance.

- One security administrator establishes users for accounts, services (e.g., ACH initiation, funds transfer initiation or balance reporting), and functions (e.g., reporting, transaction initiation and transaction approval or release).
- A second security administrator approves the user entitlements granted by the first security administrator.
- For each user created by a County security administrator, we establish basic authentication user IDs. Digital signature authentication IDs are established for users authorized for transaction initiation and administrative functions.
- RSA SecurID tokens are assigned by the security administrator to those users who need to perform digital signatures.
- Users log on to the portal to start the new user identification process with the secured information provided in a welcome email generated after the user was created and approved by the security administrators. The user validates their contact information, leverages a one-time pin and creates their own password.
  - This logon procedure, in combination with the acknowledgement and pre-established user entitlements, creates an electronic user profile that is employed for all J.P. Morgan Access communications with J.P. Morgan. Each user's desktop view of the portal reflects the accounts, services and functions to which that user has been entitled.

Tokens. The RSA SecurID® token is the default token type for J.P. Morgan Access and it is available in two options: a hardware or software version. A user can only be assigned one type of token at a time.

Security tokens are assigned to users for several reasons: to provide multifactor authentication, meet regulatory mandates, act as a security administrator, perform sensitive activities such as wire payment approval and release or to meet their own corporate requirements.

The County's security administrators have the responsibility of assigning tokens and distributing hardware tokens to users who require them. The County's users can speak with your security administrator for any additional details about the County's needs related to hardware and software tokens.

Password administration. During implementation of J.P. Morgan Access, the County first provides initial security administrator user information. After signed acknowledgements are processed, security administrators begin establishing entitlements for authorized client users.

Users log on to the online portal to start the new user identification process with the secured information provided in a welcome email that is generated after the user was created and approved by your security administrators. The user validates their contact information, leverages a one-time pin and creates their own password. The system automatically creates a one-time pin after the user validates their contact information.

When a new user first logs in, they are required to use the one-time pin and then enter a password of their choice that meets required parameters.

Passwords must meet these requirements:

- Passwords must be different from user names
- Passwords must contain at least 6-8 characters for SecurID users and 8 to 20 characters for all other user types
- Passwords cannot include words such as “morgan”, “chase”, “test”, “admin”, “password”, “jpmc”, “qwerty” and “yesterday”

Users are to confirm their identity by acknowledging their first name each time they log on, which will help further protect them against cyber fraud. The first name value is set by the security administrator upon creating that user profile.

J.P. Morgan Access requires users to change passwords on a periodic basis (i.e., every 90 days).Users may change their passwords at any point prior to expiration and security administrators may reset passwords prior to their expiration date.

Audit reporting. The County’s security administrators will first establish their own basic authentication IDs and digital signature authority then use the online entitlement feature to establish and approve additional users for accounts, services and functions.

To help meet your audit controls, we require two security administrators to be involved in user setup and maintenance. Additionally, if security administrators are entitled to use product functions, such as cash reporting, wire initiation, etc., two other security administrators must prepare and approve the product function entitlements.

Enforce dual control within your organization as follows:

- One security administrator establishes users for services—ACH, wire, balance reporting, etc.—and functions—transaction initiation, transaction approval, release, reporting with account assignment, etc.
- A different security administrator approves the users for the accounts, services and functions established by the first security administrator.

To provide a complete audit trail, the system date/time-stamps and associates all actions executed to a request within the platform, including the user who performed them. These requests are available online and as download reports for historical review.

B. Online Services

Describe online services available including but not limited to: Interface and integration capability with client and/or third parties; activity/documents available for viewing; download and print capabilities; reporting available including: ledger balance, available or collected balance, summary of debits and credits posted including checks paid and wire transfers, daily detail of account transactions, all addenda records available for incoming EFT and ACH deposits, stop payment activity, intraday, previous day reporting, desktop deposit, cash vault, customizable reports, and sweep (ZBA) transactions included in the daily details of account transactions.

With J.P. Morgan Access, the County receives a highly intuitive and easy to use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process.

Advantage for the County: J.P. Morgan Access ranked #1 in payments and treasury management.

2024 Coalition Greenwich Digital Banking Benchmark study

As an integrated cash management platform, J.P. Morgan Access transforms the way treasurers manage and monitor cash balances, daily transactions and information. Our service is proof of our dedication to investing in leading edge technology, product innovation and improving the client experience.

From Home, connect to your key information, such as Account Balances, Controlled Disbursements, Reports, Statements, Loans, Online Payment Activity and Pending Actions, through our customizable dashboard for all your treasury needs.

A combination of user entitlements and preference settings determines what each user views upon logon. It's easy to set a new default landing page. Establish user-defined account groups for viewing and reporting purposes.

Users can also find information quickly using robust search tools and configure a variety of system notifications that can be viewed online and via email. Additionally, your users can customize the dashboard by expanding and collapsing the view of all available information.

Your users connect to functions they need via the summary dashboard	
Payments	Make payments via wires, book transfers, checks and ACH
Checks	Receive positive pay services, stop payment services, reconciliation reporting and data download
Reports	View, print or download reports with balance and transaction information, cash concentration, disbursement, funds transfer and liquidity
Statements	View, print or download bank, billing and liquidity statements from a central repository
Administration	Save time with a powerful and innovative entitlement engine that saves time, increases productivity and controls everything users can see and do
J.P. Morgan Integrated Solution for Excel	Use Integrated Solution for Excel, an add-in, which makes working in spreadsheets more efficient, flexible and accurate. Set reminders, generate to-do lists, analyze historical trends and more
Liquidity Solutions	View reports and make decisions about cash balances and cash investment positions, cash concentration structures and flows, inter-company positions and accruals
More Services	Access a single point of entry to a wide range of additional treasury management services that includes our configurable receivables solution, Receivables Online

Balance and transaction detail reporting. J.P. Morgan's balance reporting system provides ledger balances (beginning and ending), collected balances, available balances and float assignment.

Several master reports form the foundation of our online centralized reporting capability. Each format is customizable to create reports tailored to specific needs. Please refer to Appendix 7 for sample reports.

J.P. Morgan Access reports	
Balance and Transactions Report	• Includes top-line balance and transaction summaries, detail transaction records and time-specific data • Available for current-day, prior-day and date-range periods • Choose from many layouts: account, summary and detail, summary only, detail only or location • Includes check/deposit ticket images, transaction note entry, and Lockbox and deposit float reporting, and also sorting and drilldown capabilities to view additional transaction details • Customize the filters and view as a Location Report that captures deposit information from each of your locations
Checks Paid Report	• Detailed view of check transactions that have cleared through J.P. Morgan accounts • Data is available for current-day, previous-day and date-range periods • Also includes sorting options and drilldown capabilities to view check and/or deposit ticket image and additional transaction details
Returns and Exceptions Report	• Detailed view of return items, including check returns, Automated Clearing House (ACH) returns, ACH represented checks (RCK) and ACH notification of changes (NOC) • Run the report using the default date, account and transaction settings or customize it by choosing desired criteria and settings • Includes sorting options and drilldown capabilities to view check return images
Wire Detail Report	• Detailed view of incoming and outgoing wire transactions by account or date for completed Fed, CHIP and book transfer activity
Payment Reports	• View and customize payment transaction data (Wire, Book, ACH, Account Transfer, and Wire FX) • Report can include current, pending and completed transactions • Provides both summary and detail reporting of payments
Template Reports	• Display and customize information for various payment types • Template details and history • Template creation method • Template status
EDI Reports (prior-day only)	• Provides detailed remittance and invoice information for electronic receivables or payments for a specific settlement date in Adobe PDF or ANSI X12 820

C. Other Proposed Services & Uses of Technology

Provide a description of any other services, including, but not limited to, any innovations and use of technology that is otherwise not listed in this RFP and that you believe sets you apart from your competitors. Additionally, provide the following for any proposed services, including, but not limited to:

1. User requirements

2. A schedule of service charges

3. Projected cost of software, hardware, and/or equipment required

We offer both an end-of-day investment sweep and our Hybrid Demand Deposit Account (DDA) services for excess operating balances not needed to offset bank fees with earnings credit allowance. In addition, the County can use our online portal for additional investment of funds. Pricing has been included in our pricing proposal.

Investment sweep. The automated intraday and end-of-day investment sweep to a J.P. Morgan money market fund (MMF) helps clients efficiently invest account balances, maintain liquidity and meet investment guidelines. Investment sweep services afford competitive returns while simultaneously providing fluid integration with operating accounts. Our sweep solution provides visibility of accounts and returns online through J.P. Morgan Access Liquidity Solutions.

Sweep solution	
Money market funds (MMF)	
Investment Fund	The specific MMF selected; see prospectus at https://am.jpmorgan.com/us/en/asset-management/liq/
Rating	
Sweep type	End-of-day and intraday
Timing	• End-of-day: Last transaction of the business banking day • Intraday: One hour prior to fund close
Return of funds	• End-of-day: The morning of the next business day • Intraday: Only when DDA balance falls below target
Interest/ dividends	• Dividends accrue daily, paid monthly on a 365-day basis
Restrictions/ comments	• U.S. corporations/entities must invest in U.S.-registered funds • End-of-day sweep: Investment cap established based on average stable balance • See prospectus for fund details

Leverage our breadth of services, reputation, and financial strength and stability to build upon the efficiency and value of our own cash management operation. Please see investment details on the sweep solution available to you.

Hybrid DDA. Recent central bank actions have resulted in an evolving rate environment, making an optimized, flexible account structure a key component of a successful business strategy. The J.P. Morgan Hybrid DDA allows you to earn both a competitive ECR and interest from a single account. This innovative solution opens the door to a simplified account structure, allows for balances to offset service fees and minimizes time spent managing investments.

The Hybrid DDA offers a solution similar to the functionality of an overnight sweep service. In the Hybrid DDA solution, balances earn an ECA up to a predetermined threshold to offset bank service fees with balances above the threshold earning hard dollar interest. Thus, instead of sweeping to a separate account each night, your excess balance remains in the DDA and earns interest. Additionally, the Hybrid DDA does not have an investment cap like an end-of-day money market fund (MMF) sweep solution.

Balances up to a predetermined threshold (peg balance) earn an ECA at the ***proposed ECR of Targeted Fed Funds rate minus 135 basis points***. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance earn ***hard dollar interest at a proposed rate of Targeted Fed Funds minus 145 basis points***. Interest accrues daily and is paid monthly.

The peg balance can be changed at any time prior to the next billing cycle (and applied on a go forward basis) to adjust for unplanned changes in service fees (e.g., significant volume changes, service additions/deletions, to compensate for periods in which minimum balance levels fall below the peg balance amount).

J.P. Morgan Access Liquidity Solutions. J.P. Morgan Access Liquidity Solutions provides the County online initiation tools to invest in Money Market Mutual Funds. You can:

- Book Money Market Mutual Funds
- Monitor and approve investment transactions from anywhere in the world

- Set up transaction approval levels and limit approvers to specific investment amounts or options

Calculation of ECR and interest. The ECR and interest rate are tied to the Target Fed Funds rate. The rate will change based on fluctuations in the index. ECR is calculated and applied monthly on the balances up to the peg balance.

Monthly earnings credit allowance calculation
(Average monthly investable balance x ECR x actual number of days in month)
Actual number of days in year

Hard dollar interest accrues daily on the closing daily balance above the ECR peg balance and is paid monthly.

Daily interest accrual calculation
(Daily positive collected balance above the peg x account interest rate)
Actual number of days in year

D. Required documents, training and demo's

Describe Bank's ability to provide demos on services offered, training, and comprehensive reference guides for all services provided. Additionally, provide details of what fees will be charged for transitory or training services. Describe electronic document storage options and retention periods.

When you begin your relationship with us, we apply our proven implementation approach to implement your new banking services in a structured and efficient manner, with minimal disruption to your business.

We have provided a sample implementation plan in Appendix 9.

Your dedicated onboarding specialist remains your single point of contact throughout implementation:

- Understands your business objectives and builds a detailed project plan to meet your goals
- Coordinates with your team and all stakeholders at the bank to provide timely delivery and an excellent experience
- Provides end-to-end ownership of the process, keeping you fully informed throughout with regular progress meetings and updates.

Your onboarding specialist is responsible for:

- Forwarding your new account and product documentation, file specifications, start-up packet(s) and procedure manuals
- Contacting your designated representative(s) to complete all required documentation and determine specific product instructions
- Reviewing and completing product questionnaires with you, as appropriate
- Opening required accounts and ordering depository supplies
- Coordinating with our operations group to make sure products are set up to your specifications
- Coordinating file and transmission testing with the technical implementation specialists that includes: transmission options review and setup; file testing; file security; providing test outcomes (or results) and reports to you; examining all reports and elements of file testing and processing; updating all parties on progress
- Confirming delivery of personal identification numbers (PINS) and instruction guides
- Providing required training or other assistance, as needed

- Monitoring initial depository activity and confirming depository products are working as expected
- Organizing a post-implementation meeting to review your account analysis statement
- Coordinating the hand-off to your designated client service associate, Kara Malone, for ongoing servicing.

Training. Our banking services solutions use our online portal for primary information delivery. User guides for J.P. Morgan Access are available online and are free of charge. These guides can be reviewed online or downloaded and stored as PDF documents. Our training module allows users to run self-paced sessions at their convenience and is also available online.

Training sessions are provided by our training team to both security administrators and users as part of the initial onboarding process. These training sessions are carried out over the phone and web. Users may request extra training sessions with one of our trainers at any point by contacting the help desk. In addition, we can provide on-site training.

Support during implementation includes training, technical assistance, user manuals and on-site visits. For example, the following J.P. Morgan Access training and support tools are available to the County:

- **Quick start reference guides:** Available on the banking portal dashboard. These guides provide step-by-step instructions on how to use J.P. Morgan Access functions.
- **Webinar training:** Weekly instructor-led sessions are available on various banking portal functions.
- **Self-paced training:** Online training is available via the Customer Support tab on the J.P. Morgan Access home page. Information about this training is included in the Welcome Kit sent when security administrators and users are set up on the banking portal.
- **Phone training:** Customized one-on-one training can be conducted over the phone to meet the County needs for all J.P. Morgan Access functions.

In addition, the Client Service and Technical Support teams provide ongoing support, training, usage and technical assistance via telephone.

Online data retention. As previously referenced, J.P. Morgan Access offers 1 calendar year of account balance and transaction data (standard). Upon request, for report retention, the system can store 2 years of data.

Tab 4. Information Technology, Fraud Protection & Security

A. Safe Transmission Services

Describe available file transmission / transfer capabilities, including, but not limited to, available API functionality to ERP systems, and secure email or system protocols.

We offer a variety of file-based reporting options through standard communication connections to facilitate reconciliation within an Enterprise Resource Planning (ERP) system. Alternatively, leverage our suite of API offerings to receive information reporting directly back into your ERP that you can integrate into your system in a manner that you see fit. In addition, we offer solutions that integrate directly from various ERPs to J.P. Morgan.

Our extensive experience working with premier treasury workstations and enterprise resource planning vendors helps us identify integration opportunities for our clients.

Thousands of our clients benefit from streamlined integration from our electronic banking system, J.P. Morgan Access, to their accounting system. On average, we implemented more than 400 ERP and/or TWS integration projects annually for the last few years. Most involve commercially available systems.

Outlined below, we discuss how we support your integration efforts through both the J.P. Morgan Access online portal and file transmissions.

J.P. Morgan Access. Our online portal offers import functionality for payments and could be used as both a primary and contingency solution for your payment initiation needs. The County securely imports payments from your ERP system to the online portal using the following file formats:

- ISO 20022 XML and J.P. Morgan's GFF mixed payment format with Host-to-Host Online
- Access CSV (J.P. Morgan proprietary Comma-Separated Values format) for domestic and cross-border, wire-related payments
- Nacha for PPD, CCD, WEB and CTX record typed for ACH transactions.

The County can also securely export reports and data from the online portal through the reports function in the following industry standard file formats: BAI2; MT940/MT942; CSV; Excel; ISO camt.052, 053, 054; OFX. You can also download data in PDF format.

In addition, reports can be scheduled so that files are automatically generated and ready to export for onward integration with your accounting or ERP systems.

File transmission. Our secure data communications environment for file transmissions provides the County with a comprehensive, two-way exchange of data between your ERP system and the bank. This solution leverages industry-standard communication protocols, such as: sFTP; HTTPS; EBICS; AS2; SwiftNet FileAct.

We support industry-standard file formats, including:

- **For Payments:** ISO 20022 XMLv3 and v2, ASC X12 EDI, and J.P. Morgan's proprietary Global Flat File (GFF)
- **For Payment File Confirmations:** ISO 20022 XML, ASC X12 EDI and J.P. Morgan's Human Readable
- **For Reporting:** BAI2, MT940/942, ISO 20022 XML camt.052/053/054, CSV, ASC X12 EDI, and OFX

Application programming interfaces (APIs). Connecting to J.P. Morgan capabilities, services and information through APIs can enhance service delivery to you and to your customers. J.P. Morgan is investing in technology that empowers the County to connect with the bank's services in the easiest method for you. Our connectivity vision involves fully hosted solutions that offer easy but limited customization, integrations with leading Enterprise Resource Planning (ERP) System providers, as well as a growing API suite that seeks to provide enhanced experiences.

These enhanced API-based experiences include:

- **Payments:** Clients can initiate payments globally

- **Reporting:** Clients can receive balance, as well as transaction detail through API
- **Administration:** We have a suite of Administration APIs including user entitlements and account signers
- **Liquidity:** Clients can see liquidity based balances through API

Leveraging J.P. Morgan APIs offers several benefits, including faster and easier access to on-demand information based on specified parameters, the ability to customize content, presentation of data, user access control of data and reduced overall cost for future internal system integration.

For further detail regarding APIs available and technical specifications, please visit our Developer Portal (https://developer.jpmorgan.com/).

System protocols. The Firm provides clients with a comprehensive data communication service which leverages industry standard message formats, network protocols and security techniques in order to execute a reliable, two-way exchange of data between your system and the bank's transaction processing platforms. The firm's data management policies are designed to:

- Protect the integrity of the firm's data
- Support reporting requirements
- Safeguard data assets through classification, usage, and disposal

The Firm has strict policies and standards in place which describe the requirements for encrypting information while in transit. Appropriate use of cryptography, including algorithms and key lengths, is based on the information classification and corresponding protection requirements as confirmed by the business. Secure transmission protocols, i.e., SFTP, SSH, SSL are utilized when transmitting sensitive data. FTP service must be disabled in accordance with the firm's IT policies and standards.

B. Security and Fraud Protection Services:

Provide a detailed description of the Bank's security protocols, including but not limited to:

1. **reporting functionality, password encryption and/or authentication. Discuss the Bank's fraud mitigation strategies, including, but not limited to how the Bank responded to fraudulent attempts and confirmed fraud over the past ten years, such as volumes, mitigation and deterrent programs. Verify ability to establish access by user, function, account, single transaction amount, daily aggregate amounts and dual authorization.**

   Please see our responses in *Tab 3. User Experience, Other Proposed Services, and Transition Methodology* for details on our reporting functionality, password encryption, authentication, user restrictions and authorization capabilities of our online portal.

   Attempted fraud. J.P. Morgan has not experienced a data breach in the past ten years. We are dedicated to helping our clients protect their accounts and financial information. As part of our fraud intelligence program, we stay informed on fraudster practices which helps to analyze vulnerability with our diagnostic tools and implement new security controls. We have also developed a process that is designed to potentially detect the registration of some client spoof (lookalike) domains, mitigate risks of unauthorized payments, and engage clients via service teams.

   We strongly encourage all clients to use the fraud prevention tools and best practices we offer to help prevent the unauthorized or unintended release of payments from your accounts (details on our tools have been provided in *Tab 2. Scope of Work*). We take seriously our role in protection of our customers' data and implement the capabilities, processes, controls and technology solutions to safeguard it. However, even the best security measures can only be effective in helping ensure data security if our customers are also vigilant about employing the necessary safeguards to protect their information.

   Password security. Passwords are user-defined within established parameters. Users may change their passwords at any point prior to expiration and Security Administrators may reset passwords prior to their expiration date. As part of the user creation and standard authentication process by your Security Administrators, the service will automatically create temporary user passwords. Users will receive their one-time password via email, which is generated automatically by the system. When a new user first logs in, they are required to change this temporary password, entering a password of their choice that meets the required parameters. Depending on the log on security type, passwords must be different from usernames, Site Phrase and contain: • 8 to 25 characters • Upper-case, lower-case, and numeric character • Only the following special characters are allowed: # @ $ % & ( ) _ + ~ / | ? Passwords should not contain: • non-English characters • spaces between characters • special characters not listed above • usernames • consecutive numbers or letters, as well as consecutive identical numbers, letters, or special characters • the words “morgan”, “chase”, “test”, “admin”, “qwerty”, “jpmc”, “password”, and “yesterday” • user’s 10 previous passwords.

Please see Appendix 10, Cybersecurity and Technology Client Letter, for details.

C. Systems and Data Protection:

Information Security Standards The vendor must maintain a comprehensive information security program aligned with industry standards such as ISO/IEC 27001, NIST Cybersecurity Framework, or SOC 2. The program must include administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of all data processed or stored on behalf of the client.

The J.P. Morgan Technology Controls Policy establishes the minimum technology controls necessary to deliver the assurance of information required to enable successful delivery of our business objectives. This Policy provides the foundation of the Firm’s Cybersecurity and Information Security Program and is designed and implemented to meet requirements of the global regulatory authorities in locations where we operate and be consistent with industry best practices.

We have a dedicated team that identifies key technology- and cybersecurity-related developments from regulatory authorities and standard setting bodies to provide insights into supervisory focus areas. As a highly regulated global firm, our technology controls, cybersecurity policies, standards, and procedures are defined using authoritative sources (e.g., jurisdictional regulations, directives, guidance, etc.) to meet the requirements from over 160 regulators worldwide. With the global regulatory environment to which we are subject, formal certification to a specific industry standard set is not always feasible for a firm of our complexity; however, our policies and standards align with the many guidelines. These policies, standards and procedures are further aligned with the Financial Services Sector Cybersecurity Profile (FSP) and with the Profile’s underlying industry best practices e.g., International Organization for Standardization (ISO) 27001 and 27002, Federal Financial Institutions Examination Council (FFIEC) guidance, National Institute of Standards and Technology (NIST) Cybersecurity Framework and Information Technology Infrastructure Library (ITIL), Payment Card Industry Data Security Standard (PCI-DSS), and Control Objectives for Information and related Technology (COBIT).

We issue several SOC1 reports (“SSAE 18”; ISAE3402 in EMEA) covering various systems and related IT General Controls. Clients that rely on our firm's services may be able to obtain a SOC1 report when those controls are relevant to their internal control over financial reporting based on products received from J.P. Morgan. In addition, the Firm’s Internal Audit function follows a comprehensive risk-based cycle for all auditable components.

For additional information, please see Appendix 10.

Data Privacy and Confidentiality The vendor shall comply with all applicable data protection laws and regulations, including but not limited to GLBA, GDPR (if applicable), and state- specific privacy laws. The vendor must ensure that all customer and institutional data is encrypted at rest and in transit using industry-standard protocols (e.g., AES-256, TLS 1.2+).

It is the firm’s policy to comply with the privacy and data protection requirements, as defined by applicable law and regulation, where the firm conducts business. The firm takes its responsibility to protect the privacy and confidentiality of any client information very seriously. The firm maintains physical, electronic and administrative safeguards that comply with applicable legal standards to store and secure client information from unauthorized access and use, alteration and destruction. The firm also maintains an incident management program in its Privacy Office that responds to potential risks to client and personal information. The firm employees and contractors are held accountable for complying with applicable privacy and data protection policies, procedures, laws and regulations, and are trained annually to remind them of the importance of doing so. On an annual basis, the status of the Information Security program, the Data Privacy program, the Business Resiliency Program and compliance against the Gramm-Leach Bliley Act (GLBA) are presented to the Board of Director's Audit Committee.

Access Controls and Authentication The vendor must implement role-based access controls, enforce multi-factor authentication for all administrative access, and maintain audit logs of all system access and data interactions.

The Firm has controls in place designed to enforce the security principles of need-to-know access, least privilege, and segregation of duties. Controls and procedures employed by the firm are designed to protect its systems and data from unauthorized access. The Firm performs periodic access reviews to maintain appropriate user access. Access to applications and systems are granted based on the user's job responsibilities and upon approval of the user's manager and information owners. A global identity access management group provides system access administration. There is segregation of duties for granting access and approving access to Scoped Systems and Data. Access to applications and systems is granted based on user's job responsibilities and upon approval of user's manager and the information owners. A separation of duties is enforced among information/technology roles, to help make sure no one individual can assume an excessive level of control.

As a firm, we use multi-factor authentication (MFA) for our applications. The specific authenticator required depends on the type of application and the class of data being accessed (classification is based on our Technology Controls data standards).

Incident Response and Breach Notification The vendor must have a documented incident response plan. In the event of a data breach or security incident affecting client data, the vendor must notify the client within 24 hours and provide a detailed incident report within 72 hours.

The Firm has global incident response policies and processes in place for responding to any suspected unauthorized access to or use of personal information, including engagement with established incident response teams, severity assessment, root cause analysis and implementation of corrective actions as needed. Our personnel are responsible for notifying the relevant incident response teams of any unauthorized access to or use of personal information, regardless of the format in which it is held, so that prompt action can be taken to remediate the situation.

Impacted individuals, customers (including legal entity customers) and regulatory agencies are notified as required by applicable laws and regulations. In accordance with such legal requirements and our firm standards, we will provide notice as soon as reasonably possible to those individuals following discovery of an incident that impacts their personal information, consistent with the needs of law enforcement and any efforts to restore the integrity of any compromised system. Where appropriate, the firm works closely with those impacted to help them better understand the nature of an incident and to help them minimize any adverse impact.

Third-Party Risk Management The vendor must disclose all subcontractors or third-party service providers with access to client data and demonstrate that equivalent security and privacy controls are in place.

The firm is not at liberty to share specifics with clients regarding Suppliers with whom we have relationships. The firm selects vendors based on their qualifications and capacity to deliver services in an effective, controlled and efficient manner. Relevant security and privacy requirements as outlined in the firm's Minimum Control Requirements (MCRs) are in place for third parties that process, store or transmit confidential data or provide critical services. These requirements are formalized through our standard Master Service Agreement (MSA). The MSA contains the minimum control requirements, as well as other provisions that obligate the third party to comply with the agreement terms, hold the third party accountable for such compliance, and set forth penalties for breach/non-compliance. Third parties are monitored for compliance and held accountable. Suppliers are contractually obligated by J.P. Morgan to comply with, and require their dependent subcontractors who handle data to comply with our Minimum Control Requirements. We assess Supplier control environments, to include their appropriate oversight of third party controls, initially at onboarding and periodically thereafter on a risk-based frequency.

Business Continuity and Disaster Recovery The vendor must maintain and test a business continuity and disaster recovery plan at least annually. The plan must ensure minimal disruption to services and data integrity in the event of a system failure or disaster.

Please see Appendix 11, Resiliency Client Letter, and Appendix 12, Firmwide Resiliency Framework Overview, for details on our continuity and disaster recovery.

Audit Rights and Compliance Reporting The client reserves the right to audit the vendor's security controls annually or upon request. The vendor must provide recent SOC 2 Type II, ISO 27001 certification, or equivalent third-party audit reports.

Please see our response earlier in this section regarding Information Security Standards for details.

D. Disaster Recovery and Control

Describe in detail the Banks's Disaster Recovery program/Continuity of Operations plans including but not limited to:

- **Bank's strategy and ability to facilitate customer support**

  As an integral part of normal business operations, managers in the firm are responsible for developing and maintaining resiliency plans as part of the firmwide Resiliency Management Program. Resiliency activities must comply with and are governed by several agencies that have laws, rules and regulations. Within the firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council (FFIEC), the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U. S. Financial System and regulatory agencies within the different geographic regions.

  Resiliency plans must explicitly address the business, operations and technology components of a business process, including those critical processes and functions provided by outside service providers and industry utilities.

  Contingency sites are an integral part of resiliency planning. In combination with the firm's testing program, contingency sites help make sure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. Critical resiliency plans are tested annually, as a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable.

  Resiliency plans are subject to risk-based examinations by our internal auditors. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, risk management and division executive for review. The firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.

  We exercise commercially reasonable efforts to help make sure that the firm meets our obligations to you and to all our clients. Our resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to help manage our risk and our clients risk within a reasonable period.

  Additional details have been provided in Appendix 11 and Appendix 12.

- **Facilitating payment of employees if the office is unable to run payroll**

  The County's client service associate, Kara Malone, would work closely with you to understand your requirements and to find an appropriate solution should you be unable process payroll. In that event, you would be able to use one of our electronic banking tools as a backup.

- **Processes for handling offsite data backups**

  Due to the sensitive nature of this information and for the protection of our clients and staff, we do not release copies of our resiliency plans nor specific details on the location of primary and backup data centers and processing sites. The Firmwide Resiliency Program Overview is provided for your review in Appendix 12. If you require more detail regarding our business resiliency planning methodology, we will be pleased to arrange a meeting for you with members of our business resiliency staff.

- **Remote access capability for maintaining online banking services**

  J.P. Morgan Access is a browser-based application that uses HTTPS communications protocol over a TCP/IP network. The interface is HTML based and utilizes an industry-standard TLS 1.2 encryption to make sure that the website is secure and legitimate. A supported browser and a high-speed internet connection are needed to use J.P. Morgan Access. There is no need for any proprietary software or a thin client application to log on.

  Please refer to the Technology Checklist in Appendix 13 for a full technology checklist, including browser compatibilities.

- **Planned maintenance**

  J.P. Morgan Access is upgraded online using planned change management processes. Prior to making any enhancements, plans for all proposed systems changes are reviewed and approved internally. Extensive controls implemented during the development and testing of system enhancements help to guard against corruption of systems and disruption to our clients.

  The bank notifies the County of upcoming upgrades via messaging on the portal and/or email. Messages on the portal will be displayed in the Messages and Announcements and System Alerts section of the home page. Upgrades become available to your users via the next time they login to the online platform.

  The standard planned maintenance window for the online platform takes place from Saturday, 5:00 p.m. ET until Sunday, 1:00 a.m. ET.

- **Disaster notification procedures**

  J.P. Morgan exercises commercially reasonable efforts to help make sure that the firm meets our obligations to you and to all our clients. During a business disruption, it is imperative that we maintain business communication lines with our clients. We rely on both written and verbal communications to deliver timely information. Clients should expect similar communication mechanisms as utilized during normal business operations.

  As clients raise issues and concerns, the relationship managers and service teams determine if they are client-specific or affect multiple clients and handle accordingly. If an incident should impact our client processes, our client service teams would work closely with you to understand and meet your business requirements.

Tab 5: Proposed Fees / Cost Recovery

TABLE 1					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	Insert the total from the attached Price Page No. 1 for BCC on line 132.	1	All		$5,677.72
2	Insert the total from the attached Price Page No. 2 for Clerk on line 75.	1	All		$563.89
TOTAL					

Please note, the County-provided excel pricing document had different calculations on the tabs for the Board (Line 132) and the Clerk (Line 75). The Board's calculation used Column H, which was for the cost of the full ten-year contract. The Clerk's calculation used Column G, which was for the cost of monthly fees only. In our response to the pricing proposal table in the County's portal, we have used the monthly calculation for both the Board and the Clerk.

The calculation for the Board is as follows:

Line 129 ($651,973.92) divided by 120 months = $5,400.12 monthly ($65,197.44 annually)

Line 130 ($29,352.00) divided by 120 months = $244.60 monthly ($2,935.20 annually)

Line 132 ($681,325.92) divided by 120 months = $5,677.72 monthly ($68,132.64 annually)

Additional Information

Global Account Terms and the Consolidated Service Agreements

Please access the requested, applicable account opening documents and product service agreements through this link or by scanning the QR code with your mobile device.

Scan for sample account terms and service agreements.

The sample documents cover the comprehensive set of products and services that may be offered to our Commercial Banking clients in general, and the standard package may include terms for products and services that are not within the scope of services currently proposed to the County. At the time of your onboarding, and based on the specific services you elect to use, you will receive the applicable agreements to be executed from your client onboarding manager.

Know Your Customer (KYC)

J.P. Morgan is required to know its customer and to adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness and to fight against the funding of terrorism, money laundering and sanction related activities including performing certain transaction screenings. This means J.P. Morgan will request information about the County and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with its policies and procedures. This is an ongoing requirement and the provision of services pursuant to this proposal and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of those policies and procedures and compliance by the County with applicable law with respect to the services provided and J.P. Morgan's policies of which the County is informed.

Contract Length

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for the initial 10-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees as outlined in Section 4.3 of the County's Special Terms and Conditions.

Terms and Conditions

J.P. Morgan has received Solicitation 26-0180-REQ (the "**Solicitation**"), issued by Pinellas County ("**Issuer**") and is submitting its proposal or requested information in response (the "**Response**"), which outlines its product and service capabilities and/or pricing as requested in the Solicitation. The Solicitation includes requests that the bidder/proposer provide certain certifications or sworn statements (collectively "**Certifications**") and/or specific comments to or modifications of included standard terms and conditions, sample agreements, incorporated procurement rules, laws, and the like referenced in the Solicitation (collectively, "**Issuer's Standard Terms**"). In addition, the Solicitation may indicate that any response provided by bidders/proposers constitutes an acceptance of all Issuer's Standard Terms and concurrence with Certifications, unless expressly modified or objected to within the response.

J.P. Morgan has robust internal procedures under which Certifications and Issuer's Standard Terms are thoroughly reviewed and vetted, from a legal, business, and factual perspective prior to entering any agreement or offer that confirms the accuracy of Certifications (if any) and/or agreement to Issuer's Standard Terms. Except for those Certifications that we have specifically included within our Response, ("**Express Certifications**"), we have not invoked our internal review process in connection with any other Certifications or Issuer's Standard Terms that may be included within this Solicitation and, accordingly our Response should not be construed as and does not constitute any express or inferred acceptance of the other Certifications and/or Issuer's Standard Terms. Rather, in lieu of any agreement to Issuer's Standard Terms or attestation of matters contained within the Certifications, we have enclosed within the Response our standard Account Terms, Addendum to Account Terms, United States of America, Consolidated Service Terms, and other documents that may be required by us from time to time to provide products or services to you ("Account and Service Terms"). The current Account and Service Terms applicable to the services and types of accounts that are the subject of the Solicitation are included in the links above. These are provided in addition to the other components of our Response, relative to product/service descriptions and pricing.

If we are awarded the business referenced in the Solicitation, or conditionally awarded the business, subject to agreement between us as to terms and conditions under which the services are to be performed and the certifications to be provided by J.P. Morgan, we will discuss modifications to these Account and Service Terms and incorporation of specific Certifications, where appropriate, to try to meet your needs and specific legal requirements applicable to you. These will be incorporated within a mutually agreeable contract between us. Please keep in mind, however, that J.P. Morgan's policies do not allow for:

- The provision of unlimited indemnities;
- Conveyance of intellectual property rights;
- Acceptance of liability except to the extent caused by our breach of contract, negligence, or willful misconduct;
- Acceptance of consequential, incidental, or special damages;
- Liquidated damages;
- Agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the Solicitation; or
- Deviations from the insurance coverage J.P. Morgan carries

Except as modified by our negotiations following notification of award or conditional award of the business referenced in the Solicitation and set forth in the final agreement between us, we anticipate that the Account and Service Terms, as applicable to services and accounts contemplated by the Solicitation will be incorporated within such final agreement. Other than those matters that are expressly affirmed in the Express Certifications contained in our Response, any Certifications and/or Issuer Standard Terms that the Solicitation may otherwise impute to any bidder/proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this Response.

Disclosure statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Organization") in order to assist the Organization in evaluating certain products or services that may be provided by J.P. Morgan.

Chase, J.P. Morgan, and JPMorganChase and InstaMed are marketing names for certain businesses of JPMorgan Chase & Co. and its affiliates and subsidiaries worldwide (if and as used herein may include as applicable employees or officers of any or all of such entities irrespective of the marketing name used). Products and services may be provided by commercial bank affiliates, securities affiliates or other J.P. Morgan affiliates or entities. In particular, securities brokerage services other than those which can be provided by commercial bank affiliates under applicable law will be provided by registered broker/dealer affiliates such as J.P. Morgan Securities LLC, J.P. Morgan Institutional Investments Inc. or by such other affiliates as may be appropriate to provide such services under applicable law. Such securities are not deposits or other obligations of any such commercial bank, are not guaranteed by any such commercial bank and are not insured by the Federal Deposit Insurance Corporation. We are not responsible for the performance of our partners, their continued service levels, or their ability to provide services.

The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

Money Market Funds:

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

You could lose money by investing in a money market fund. With respect to a money market fund that qualifies as a "retail" or "government" money market fund under applicable money market fund regulations, although the money market fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. In the case of a money market fund that does not qualify as a "retail" or "government" money market fund, because the share price of the money market fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. If a money market fund does not qualify as a "government" money market fund, effective October 14, 2016, the money market fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the money market fund's liquidity falls below required minimums because of market conditions or other factors. An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. A money market fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

For J.P. Morgan Funds – Call 1-800-766-7722 for a fund prospectus. You can also visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing. JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. may receive compensation from the fund, the management company for the fund and/or the distributor of the fund for providing services as described in the prospectus for the funds. Affiliates of JPMorgan Chase & Co. also receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member FINRA/SIPC.

For Third Party Funds – The distributors of the third-party funds are not affiliated with J.P. Morgan. J.P. Morgan may receive compensation from a third-party fund, the management company for the third-party fund and/or the distributor of a third-party fund for providing services as described in the prospectus for the funds.

For all Funds – Carefully consider a fund's investment objectives, risks, charges and expenses before investing. This and other important information is included in the fund's prospectus, which should be read carefully before investing. Prospectuses for mutual funds can be obtained by contacting your relationship manager.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

This document may contain information that is confidential and/or proprietary to J.P. Morgan, which may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by J.P. Morgan.

Additionally, this document may contain content pertaining to J.P. Morgan initially generated by AI or other automated technologies.

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

Please note that we do not issue cards and prohibit use of our cards in any country against which the United States has imposed sanctions. A current list of such sanctioned countries, as well as information about sanctions, is available on the U.S. Department of the Treasury website: treas.gov/offices/enforcement/ofac.

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All trademarks, trade names and service marks appearing herein are the property of their respective owners.

This document does not constitute a commitment by any J.P. Morgan entity to extend or arrange credit.

J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

CONTACT US

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joseph.h.scharf@jpmorgan.com

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Proposal for

Pinellas County

Appendices

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Appendix 1

National Collateral Management Group

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Appendix 2

Branch Listing

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Appendix 3

Proof of Insurance

Appendix 4

Relationship Team Biographies

Relationship team biographies

The County can be confident in the J.P. Morgan team. Part of our commitment to the County is having the appropriate individuals assigned to your relationship team and providing outstanding client service. We take a consultative team approach to building relationships with our clients.

We assign a skilled relationship team, which is made up of professionals with a variety of expertise, who will listen carefully and proactively and will provide targeted ideas to energize your business.

- **Relationship Executive John McAuley** will serve as the lead relationship contact at J.P. Morgan. John is a highly experienced client advocate and maintains responsibility for the overall relationship with the County.
- **Industry Manager Leif Chase** and **Head of Government Banking Brian Page** will serve as senior level resources for the County.
- **Treasury Management Officer Joseph Scharf** will lead the treasury services team and consult with the County on an ongoing basis to maintain exceptional treasury management arrangements specifically tailored to meet your needs.
- **Client Service Associate Kara Malone** is dedicated to managing the service requirements of your business.
- **Sales Associate Dennis Lin** is responsible for supporting Joseph Scharf, the treasury management officer.

Brief biographies and contact information for your relationship team are provided on the following pages.

Relationship Manager

John McAuley

Role	Relationship Manager, Industry Executive
Address	100 N Tampa St, Floor 33 Tampa, FL 33602
Phone	(813) 483-8253
Email	john.t.mcauley@jpmorgan.com

Responsibilities

John will lead the County's banking team with a focus on the quality and delivery of our services.

He will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend products and services that meet your needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services, including financing, treasury services and other financial services
- Address your overall satisfaction with your J.P. Morgan banking relationship

Biography

John McAuley brings 40 years of banking experience in various positions to bear in managing the large government-based client sector for J.P. Morgan. His focus is on public sector customers, primarily in West Florida, as well as for the State of Florida. He provides financial and operational consultation for the financing of working capital, fixed assets and other forms of required capital.

John earned a Master of Business Administration in Finance from Iona College in New Rochelle, NY.

Industry Manager

Leif Chase

Role Industry Manager

Address 450 S Orange Ave, Floor 10
Orlando, FL 32801-3383

Phone (407) 236-5464

Email leif.g.chase@jpmorgan.com

Responsibilities

As the industry manager for Government Banking across the Southeast Region, Leif is responsible for leading a team of specialized government bankers who provide solutions to the banking needs of our government clients. For the County, he will serve as the senior level resource.

He will:

- Act as a high-level point of contact to bring both regional and national government expertise to the County
- Oversee delivery of products and services including financing, treasury services and other financial services
- Serve as an escalation point of contact for the County’s relationship with J.P. Morgan
- Address your overall satisfaction with the banking relationship

Biography

Leif Chase joined J.P. Morgan in March 2010. Prior to that, Leif worked for over fourteen years in public finance including local government, a financial advisory firm and regional underwriters and regional bank focused exclusively on governmental banking.

Leif received his undergraduate degree from the University of Central Florida and a Master's degree in Public Administration from the University of Central Florida.

Head of Government Banking

Brian Page

Role	Managing Director, Government Banking Industry Head
Address	1900 N Akard St, Floor 3 Dallas, TX 75201-2300
Phone	(214)
Email	brian.l.page@jpmorgan.com

Responsibilities

For the County, Brian will serve as an escalation point for John McAuley.

He will:

- Act as a high-level point of contact to bring national government expertise to the County
- Oversee delivery of products and services including financing, treasury services and other financial services
- Address your overall satisfaction with the J.P. Morgan banking relationship

Biography

Brian Page is the managing director and the head of Government Banking. His tenure in commercial banking and treasury services spans over 20 years at J.P. Morgan.

Brian is a Certified Treasury Professional and received his bachelor’s degree, Magna Cum Laude, at The University of Texas in Business Administration and Management.

Treasury Management Officer

Joseph Scharf

Role Senior Treasury Management Officer

Address 100 N Tampa St, Floor 33
Tampa, FL 33602

Phone (813) 483-8248

Email joseph.h.scharf@jpmorgan.com

Responsibilities

Joseph will assist the County in resolving working capital and efficiency challenges by providing information and offering ideas from J.P. Morgan's Treasury Services team.

He will:

- Recommend cash flow optimization strategies, including ways to streamline financial processes
- Assist you in realizing day-to-day operational efficiencies in alignment with your treasury service goals
- Provide targeted information to you about new products, market developments and industry trends
- Monitor the County's implementation for successful service delivery

Biography

Joseph Scharf serves the West, Central and North Florida markets as an executive director. His focus is on building relationships in the Florida market. He uses his treasury services expertise to bring receivables and payables solutions and ideas to his clients. Joseph has more than 40 years of banking experience with significant time dedicated to cash management sales, business development and product management. He has worked with public sector, middle market, government, nonprofit and higher education clients.

Joseph earned a Bachelor of Science in Business Administration at the State University College at Buffalo.

Client Service Associate

Kara Malone

Role Client Service Associate

Address 4201 Congress St, Floor 2
Charlotte, NC 28209-4617

Email kara.x.malone@chase.com

Responsibilities

Kara will serve as the primary point of contact and as a proactive resource for the County's banking service needs. She will facilitate the timely resolution of all service issues with her understanding of all aspects of our Treasury Services' product functionality and technology.

For day-to-day matters, she will:

- Resolve the County's inquires including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquires and other treasury service matters
- Identify and resolve operational inquiries in a timely manner
- Share her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitate the opening of additional accounts

Kara works with a team of client service associates who will provide consistent, reliable, and timely service support.

Biography

Kara Malone has over seven years of experience in the financial industry, working in client support, fraud investigation, real estate valuations and phone banking. Her wide-ranging background has given her a solid understanding of banking and helps her offer practical solutions in her current position. Kara is passionate about helping clients and is dedicated to providing attentive service and useful advice, drawing on everything she's learned throughout her career.

Sales Associate

Dennis Lin

Role	Treasury Services Sales Associate
Address	1111 Polaris Pkwy, Floor 1A Columbus, OH 43240-2050
Phone	(614) 391-6076
Email	dennis.lin@jpmorgan.com

Responsibilities

Dennis will work with Joseph Scharf, your treasury management officer, to identify and understand the County's cash management objectives and formulate recommendations and solutions.

He will:

- Initiate and monitor the implementation of all your contracted services
- Review the first set of analysis statements for accurate billing
- Analyze your existing account structure to uncover cost savings opportunities and potential product enhancements
- Support a successful client relationship, including conducting annual client reviews with your treasury management officer

Biography

Dennis Lin has three years of financial services experience and joined J.P. Morgan in 2022 through the Military Pathways Rotational Program designed to invest in and develop future leaders of the firm. In his current role, Dennis supports treasury management officers and relationship executives in delivering tailored solutions to government banking clients.

Prior to his career in financial services, Dennis spent eight years in the U.S. Army, where he held several demanding roles across the country. In one of his most notable positions as a Captain, he helped implement the Army's first industrial-scale 3D printing capability in Oahu, Hawaii. Known for his curiosity and passion for problem-solving, Dennis leverages his unique experiences and disciplined approach to address challenges for customers.

Dennis earned a Bachelor of Science in Business Management from the State University of New York at Binghamton.

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Appendix 5

Our Contributions to Greater Tampa

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Appendix 6

Account Analysis Statement Guide

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Appendix 7

J.P. Morgan Access Sample Reports Guide

Appendix 8

ARP Issue File Layout Sample

Appendix 9

Sample Implementation Plan

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Appendix 10

Cybersecurity and Technology Client Letter

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Appendix 11

Resiliency Client Letter

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Appendix 12

Firmwide Resiliency Framework Overview

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Appendix 13

J.P. Morgan Access Technology Checklist

Exhibit F – Price Page

CONTRACT NO: 26-0180-RFP

BANK NAME: J.P. Morgan Chase Bank, N.A.

The pricing offered will be an all-inclusive cost for the County's service, including all initial implementation/integration.
The stated quantities are estimates of the total quantities, and there is no guarantee of the number of services to be provided. All pricing stated will be FOB Destination and inclusive of all fees and charges incurred to provide these services. In the event that an awarded service is no longer available or the Contractor no longer offers the service during the term of this contract, the Contractor will provide an approved acceptable substitute service at a mutually acceptable negotiated price. The Contractor will file a written request with the Purchasing Department and be granted approval to substitute services in writing before any substitution may be made. The Contractor may add additional services to this list, upon written notice to the Purchasing Department.
The County may opt to exercise or end any service listed below or subsequently added to this list without requiring a contract amendment by providing a 30-day written notice to the Contractor, at the County's sole discretion, provided that no such changes will result in expenditures exceeding the annual or total expenditure caps indicated in the Contract.

ITEM NO.	SERVICE DESCRIPTION	BANK SERVICE DESCRIPTION AND/OR ADDITIONAL SERVICES	CHARGE BASIS	PROPOSED PRICE	ESTIMATED MONTHLY VOLUME *Total of all accounts	MONTHLY COST	EXTENDED TOTAL
1	ACCOUNT MAINTENANCE W/ CHK RETURN	ACCOUNT MAINTENANCE	Account	$7.50	1	$7.50	$900.00
2	ACCT MAINTENANCE	ACCOUNT MAINTENANCE	Account	$7.50	8	$60.00	$7,200.00
3	ACH AUTHORIZATION INVESTIGATION	--	Item	0	3	$0.00	$0.00
4	ACH FRAUD FILTER REVIEW - ITEM	ACH POSITIVE PAY EXCEPTION	Item	$0.50	8	$4.00	$480.00
5	ACH FRAUD FILTER REVIEW MONTHLY BASE	--	Account	0	2	$0.00	$0.00
6	ACH FRAUD FILTER STOP MONTHLY BASE	TRANSACTION BLOCK MAINTENANCE	Account	$5.00	3	$15.00	$1,800.00
7	ACH FUTURE DATED ITEM	CREDIT ORIGINATED / DEBIT ORIGINATED	Item	$0.02	22480	$674.40	$80,928.00
8	ACH MONTHLY BASE	ACH MAINTENANCE	Account	$10.00	3	$30.00	$3,600.00
9	ACH NOC - ELECTRONIC	ACH NOTIFICATION OF CHANGE	Item	$1.00	20	$20.00	$2,400.00
10	ACH ORIGINATED - ADDENDA REC	ADDENDA RECORD ORIGINATED	Item	$0.02	160	$3.20	$384.00
11	ACH PERFECT RECEIVABLES - ADDENDA	--	Item	0	700	$0.00	$0.00
12	ACH PERFECT RECEIVABLES - ITEM	DEBIT RECEIVED / CREDIT RECEIVED	Item	$0.02	640	$0.00	$0.00
13	ACH RECEIVED ADDENDA	--	Item	0	2600	$0.00	$0.00
14	ACH RECEIVED ITEM	DEBIT RECEIVED / CREDIT RECEIVED	Item	$0.02	1020	$20.40	$2,448.00
15	ACH RETURN ADMIN -ELECTRONIC	ACH RETURN ITEM	Item	$1.00	75	$75.00	$9,000.00
16	ACH RETURN ITEM-ELECTRONIC	ACH RETURN ITEM	Item	$1.00	130	$130.00	$15,600.00
17	ACH RETURN UNAUTHORIZED - ELECTRONIC	--	Item	0	10	$0.00	$0.00
18	ACH RETURN UNAUTHORIZED QUALITY FEE	ACH UNAUTHORIZED ENTRY FEE	Item	$4.50	5	$0.00	$0.00
19	ACH SAME DAY	ACH ORIGINATED SAME DAY CREDIT / DEBIT	Item	$0.10	3090	$309.00	$37,080.00
20	ACH SPECIAL INVESTIGATION	--	Item	0	3	$0.00	$0.00
21	ACH SUBSCRIPTION PER CO ID	ACH MAINTENANCE	Account	$10.00	10	$0.00	$0.00
22	ACH TRANSMISSION CHARGE	ACH BATCH/FILE PROCESSED	Item	$5.00	40	$200.00	$24,000.00

23	ACH/WIRE PERFECT RECEIVABLE-MONTHLY BASE	--	Account	0	5	$0.00	$0.00
24	ARP AGED ISSUE RECORDS ON FILE-ITEM	--	Item	0	990	$0.00	$0.00
25	ARP FULL RECON-ITEM	FULL RECONCILEMENT - PER ITEM	Item	$0.03	1670	$50.10	$6,012.00
26	ARP MONTHLY BASE - FULL	FULL RECONCILEMENT - MAINT	Account	$25.00	2	$50.00	$6,000.00
27	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	--	Item	0	7020	$0.00	$0.00
28	ARP STMTS & RPTS (CSV/EXCEL) BASE	--	Account	0	2	$0.00	$0.00
29	BRANCH DEPOSIT	BRANCH CREDITS POSTED	Transaction	$2.00	10	$20.00	$2,400.00
30	BRANCH DEPOSIT POST VERIFY	BRANCH CREDITS POSTED	Transaction	$2.00	40	$80.00	$9,600.00
31	CASH DEPOSITED IN WF BRANCH	TELLER LINE CASH VERIFICATION PER $1	Transaction	$0.00	458	$0.00	$0.00
32	CASH VAULT CURRENCY FURNISHED	--	Transaction	0	215	$0.00	$0.00
33	CASH VAULT CURRENCY/COIN DEPOSITED	VAULT DEPOSIT billed per $1,000	Transaction	$0.80	50.280	$40.22	$4,826.88
34	CASH VAULT DEP - ADJUSTMENT	VAULT DEPOSIT ADJUSTMENT	Item	$3.00	2	$6.00	$720.00
35	CASH VAULT DEPOSIT	VAULT DEPOSIT	Transaction	$2.00	150	$300.00	$36,000.00
36	CASH VAULT ORDER - AUTOMATED	VAULT STANDARD ORDERS	Transaction	$2.00	1	$2.00	$240.00
37	CHECK CASHING THRESHOLD MONTHLY BASE	--	Account	0	7	$0.00	$0.00
38	CHECK DEPOSIT ADJUSTMENT	DEPOSIT CORRECTION	Item	0	3	$0.00	$0.00
39	CHECKS PAY TO INDIV BLOCK MONTHLY BASE	--	Account	0	7	$0.00	$0.00
40	DDA CHECKS PAID	CHECK / DEBIT POSTED	Item	$0.04	1580	$63.20	$7,584.00
41	DDA STMT W/IMAGE CLASSIC-MONTHLY BASE	--	Account	0	1	$0.00	$0.00
42	DEBITS POSTED	DEBIT POSTED - ELECTRONIC	Item	$0.02	310	$6.20	$744.00
43	DEPOSITED CHECK	CHECK DEPOSITED - ON US	Item	$0.10	1894	$189.40	$22,728.00
44	DEPOSITED CHECK ON CANADIAN BANK	DEPOSITED CHECK - CANADIAN	Item	$1.00	5	$5.00	$600.00
45	DESKTOP DEPOSIT MONTHLY BASE	REMOTE DEPOSIT CAPTURE MAINT	Account	$15.00	1	$15.00	$1,800.00
46	DESKTOP DEPOSIT REPORT PER ITEM	--	Item	0	60	$0.00	$0.00
47	DESKTOP DEPOSIT-DEPOSIT CREDITED	CREDITS POSTED	Item	$0.20	70	$14.00	$1,680.00
48	DESKTOP DEPOSIT-DEPOSITED ITEM	REMOTE DEPOSIT CAPTURE ITEM	Item	$0.05	420	$21.00	$2,520.00
49	E-BOX MONTHLY MAINT (W/CROSS REF)	ELOCKBOX MAINTENANCE	Account	$40.00	1	$40.00	$4,800.00
50	E-BOX PAYMENT	ELOCKBOX TRANSACTION RECEIVED	Transaction	$0.05	11640	$582.00	$69,840.00
51	E-BOX PAYMENT RETURN	ELOCKBOX RETURN - ELECTRONIC	Item	$0.75	10	$7.50	$900.00
52	E-BOX PER TRANSMISSION FEE	ELOCKBOX FILE PROCESSING	Transaction	$5.00	20	$100.00	$12,000.00
53	E-BOX REPORTING PACKAGE MONTHLY BASE	--	Account	0	1	$0.00	$0.00
54	ELECTRONIC CREDITS POSTED	CREDIT POSTED- ELECTRONIC	Item	$0.02	1340	$26.80	$3,216.00
55	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	--	Item	0	2	$0.00	$0.00
56	IFI MAINTENANCE PER PRODUCT	CHECK INQUIRY MAINTENANCE	Account	$5.00	1	$5.00	$600.00
57	IFI PAID CHECKS - IMAGE	IMAGE CAPTURE PER ITEM	Item	$0.02	1560	$23.40	$2,808.00
58	MICR CHECK REJECTS OVER 2%	--	Item	0	40	$0.00	$0.00
59	MISCELLANEOUS CREDITS POSTED	CREDITS POSTED	Item	$0.20	20	$4.00	$480.00

60	ONLINE ARP STMT & RPTS MONTHLY BASE	--	Account	0	2	$0.00	$0.00
61	ONLINE CHECK ISSUES-ITEM	--	Item	0	75	$0.00	$0.00
62	ONLINE EDI PMT DETAIL - ITEM	EDI 821 PAID ITEM	Item	$0.02	1150	$17.25	$2,070.00
63	ONLINE EDI PMT DETAIL SUBSC MONTHLY BASE	EDI ACCOUNT FEE	Account	$10.00	4	$40.00	$4,800.00
64	ONLINE PAYMENTS BASE FEE	JPM ACCESS ACH MAINTENANCE	Account	$30.00	1	$10.00	$1,200.00
65	ONLINE PAYMENTS BATCH RELEASE	--	Transaction	0	2	$0.00	$0.00
66	ONLINE PAYMENTS NEXT DAY ITEM	DEBIT ORIGINATED - JPM ACCESS	Transaction	$0.02	2	$0.04	$4.80
67	OTC DEBIT BLOCK MONTHLY BASE	POST NO CHECKS MAINTENANCE	Account	0	7	$0.00	$0.00
68	PAYEE VALIDATION STANDARD-ITEM	PAYEE NAME VERIFICATION	Item	$0.02	1560	$31.20	$3,744.00
69	POS PAY CHECKS WITH NO ISSUE RECORD	--	Item	0	4	$0.00	$0.00
70	POSITIVE PAY EXCEPTION CHECKS RETND	CHECK EXCEPTION RETURN	Item	$4.00	4	$16.00	$1,920.00
71	POSITIVE PAY EXCEPTION-ONLINE IMAGE	--	Item	0	40	$0.00	$0.00
72	POSITIVE PAY EXCEPTIONS - ITEM	EXCEPTION ITEM	Item	$1.00	40	$80.00	$9,600.00
73	POSITIVE PAY MONTHLY BASE	POSITIVE PAY MAINTENANCE	Account	0	2	$0.00	$0.00
74	POST VERIFY CASH DEPOSITED	NIGHT DROP CASH VERIFICATION	Transaction	$0.00	1530	$0.00	$0.00
75	PREMIUM INFO RPTG BASE PER ACCT	ACCOUNTS REPORTED	Account	$10.00	9	$90.00	$10,800.00
76	PYMT AUTH MAX CHECK MONTHLY BASE	--	Account	0	7	$0.00	$0.00
77	RECOUPMENT MONTHLY	--	Transaction	0	1020	$0.00	$0.00
78	REPORTING ITEMS LOADED	TRANSACTIONS REPORTED - 1 YEAR	Item	$0.10	3615	$361.50	$43,380.00
79	RETN ITEM SUBSCRIPTION OPT DETL	--	Item	0	20	$0.00	$0.00
80	RETN ITEM SUBSCRIPTION PER ACCT	--	Account	0	10	$0.00	$0.00
81	RETURN ITEM - CHARGEBACK	RETURN ITEM	Item	$3.00	20	$60.00	$7,200.00
82	RETURN ITEM REDEPOSITED	RETURN ITEM REDEPOSIT	Item	$3.00	15	$45.00	$5,400.00
83	RETURN ITEM REPORTING PER ITEM	--	Item	0	20	$0.00	$0.00
84	RETURN ITEM RETRIEVAL-IMAGE	--	Item	0	20	$0.00	$0.00
85	RETURN ITEM SERVICE MONTHLY BASE	--	Item	0	12	$0.00	$0.00
86	RETURN ITEM SINGLE ITEM PER ADVICE	RETURN SINGLE ITEM ADVICE	Item	$0.40	20	$8.00	$960.00
87	RETURN ITEM SPECIAL INST MONTHLY BASE	--	Account	0	8	$0.00	$0.00
88	RETURN ITEM SPECIAL INSTRUCTIONS	RETURN ALTERNATE ADDRESS	Item	$0.75	20	$15.00	$1,800.00
89	RETURN ITEM TRANS REPT PER TRANS	--	Item	0	10	$0.00	$0.00
90	**STOP PAYMENT - ONLINE**	**STOP PAYMENT - ELECTRONIC**	**Item**	**$4.00**	**2**	$8.00	$960.00
91	**SWEEP ACCOUNT POSITION REPORT**	--	**Account**	**0**	**7**	$0.00	$0.00
92	SWEEP STAGECOACH MUTUAL FND MONTHLY BASE	MONEY MKT FUND EOD SWEEP-MAINT	Account	$75.00	7	$525.00	$63,000.00
93	SWEEP STAGECOACH MUTUALFND ELECTNIC	--	Account	0	7	$0.00	$0.00
94	WF CHK CASHED FOR NONACCT HOLDER	CHECK CASHING NON-ACCT HOLDER	Item	0	10	$0.00	$0.00
95	WF ELEC DEPOSIT-DEPOSITED ITEM	ICL DEPOSITED ITEM	Item	$0.02	8910	$178.20	$21,384.00
96	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	ICL DEPOSITED ITEM	Item	$0.02	1845	$36.90	$4,428.00

97	WIRE BOOK TRANSFER VANTAGE/API	ACCT TRANSFER ITEM	Wire	$0.50	70	$35.00	$4,200.00
98	WIRE IN TO USA ACCT-USA DOMESTIC	FED CREDIT S/T	Wire	$3.00	20	$60.00	$7,200.00
99	WIRE OUT DOMESTIC VANTAGE/API	ELECTRONIC FED DEBIT S/T	Wire	$3.00	40	$120.00	$14,400.00
100	WIRE OUT XBDR USD VANTAGE/API	ELECTRONIC FED DEBIT S/T	Wire	$3.00	3	$9.00	$1,080.00
101	WIRE PERFECT RECEIVABLE USA ACCT	FED CREDIT S/T	Wire	$3.00	6	$18.00	$2,160.00
102	WIRE TEMPLATE ONLINE	--	Item	0	60	$0.00	$0.00
103	WIRE TEMPLATE STORAGE BASE	--	Account	0	1	$0.00	$0.00
104	ZERO BALANCE MONTHLY BASE	GLASS IN-CNTRY SWEEP PARTICIP	Account	$5.00	3	$15.00	$1,800.00
105	*OTHER SERVICES AS REQUIRED BY THE PROPOSER, PLEASE ADD PRICE AND QUANTITY ESTIMATES BASED ON THE QUANTITIES ABOVE AND THE TERM OF THE AGREEMENT.*						
106		J.P. MORGAN ACCESS MONTHLY SERVICE	CO. ID	$30.00	1	$30.00	$3,600.00
107		ICL FILE TRANSMISSION REC. - VPN	Month	$150.00	1	$150.00	$18,000.00
108		IMAGE STORAGE PER ITEM	Item	$0.02	1600	$32.00	$3,840.00
109		LONG-TERM STORAGE - CHECK	Item	$0.02	500	$10.00	$1,200.00
110		RECEIVABLES MAINT - ONLINE	Account	$15.00	2	$30.00	$3,600.00
111		GLASS IN-CNTRY SWEEP MASTER	Account	$10.00	3	$30.00	$3,600.00
112	**TOTAL PROPOSED COST FOR CURRENT SERVICE VOLUMES**						**$597,409.68**
113	**TOTAL PROPOSED COST FOR ADDITIONAL SERVICES**						**$33,840.00**
114	**EARNINGS CREDIT RATE**						**2.4%**

Optional Comprehensive Price List

Below is a comprehensive list of all services and pricing offered by J.P. Morgan. This includes the services specified in the RFP, additional services deemed essential for the district, and any value-added services highlighted in the response. This pricing will be effective for the Board.

SERVICE DESCRIPTION	AFP CODE	UNIT PRICE
ACCOUNT SERVICES		
1005 - ACCOUNT MAINTENANCE	010000	$7.5000
1006 - ACCT MAINT-INT	010010	$7.5000
1008 - ACCT MAINT-INT ADJ BAL	010010	$25.0000
1014 - ACCOUNT STATEMENT - PAPER	010310	$25.0000
1076 - AUDIT CONFIRMATIONS	010630	$50.0000
1756 - ONLINE AUDIT CONFIRMATIONS	010630	$15.0000
1761 - CHECK IMAGE REQUEST	151352	$5.0000
1762 - CHECK IMAGES RETRIEVED	151352	$0.0500
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	$0.0000
7640 - CREDIT POSTED- ELECTRONIC	010101	$0.0200
7641 - DEBIT POSTED - ELECTRONIC	010100	$0.0200
8007 - VIRTUAL REFERENCE MAINTENANCE	010040	$1.5000

AUTOMATED CLEARING HOUSE		
2695 - ACH MAINTENANCE	250000	$10.0000
2700 - CREDIT ORIGINATED	250101	$0.0300
2705 - DEBIT ORIGINATED	250100	$0.0300
2710 - DELETION / REVERSAL - MANUAL	250620	$15.0000
2714 - ACH IMPLEMENTATION-DIRECT SEND	251000	$0.0000
2716 - CREDIT RECEIVED	250201	$0.0200
2717 - DEBIT RECEIVED	250200	$0.0200
2720 - RETURN ITEM	250302	$1.0000
2722 - NOTIFICATION OF CHANGE	251070	$1.0000
2729 - RETURN NOTIFICATION - ONLINE	250400	$0.7500
2730 - NOTIF OF CHANGE - ONLINE	250400	$0.7500
2732 - ELOCKBOX FILE PROCESSING	250501	$5.0000
2740 - RETURN ITEM REDEPOSIT	250310	$2.5000
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	$0.1000
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	$0.0200
2746 - JPM ACCESS ACH MAINTENANCE	250000	$10.0000
2751 - ELOCKBOX RETURN - ELECTRONIC	250302	$0.7500
2752 - ELOCKBOX NOC - ELECTRONIC	251070	$1.0000
2753 - DELETION / REVERSAL - ELEC	250620	$3.0000
2765 - ACH BATCH/FILE PROCESSED	250501	$5.0000
2796 - ADDENDA RECORD ORIGINATED	250120	$0.0200
2809 - NOTIF OF CHANGE - EMAIL	251070	$0.7500
2810 - RETURN NOTIFICATION - EMAIL	250400	$0.7500
2814 - NOTIF OF CHANGE - TRANSM	251070	$0.7500
2818 - RETURN NOTIFICATION - TRANSM	250400	$0.7500
2845 - UPIC (ACH) PER ITEM CHARGE	050300	$0.2500
2860 - TRANSACTION BLOCK MAINTENANCE	251050	$5.0000
2861 - ACH TRANS BLOCK AUTHORIZED ID	251051	$0.5000
5489 - ELOCKBOX MAINTENANCE	250000	$40.0000
5490 - ELOCKBOX TRANSACTION RECEIVED	050300	$0.0500

5491 - ELOCKBOX TRANSACTION REFORMAT	050311	$0.0500
5493 - ELOCKBOX ADDENDA RECEIVED	250220	$0.0100
5497 - ELOCKBOX TRN REPAIR MAINT	250000	$50.0000
5498 - ELOCKBOX TRN REPAIR ITEM EDIT	359999	$0.2500
7618 - MONTHLY RETURN SUMMARY REPORT	250720	$20.0000
7620 - DAILY RETURN SUMMARY REPORT	250710	$10.0000
7629 - ACH POSITIVE PAY EXCEPTION	250670	$0.5000
8019 - ACH ORIGINATED SAME DAY CREDIT	250101	$0.1000
8020 - ACH ORIGINATED SAME DAY DEBIT	250100	$0.1000
8021 - ACH ONLINE SAME DAY CREDIT	250101	$0.1500
8022 - ACH ONLINE SAME DAY DEBIT	250100	$0.1500
8023 - ACH UNAUTHORIZED ENTRY FEE	250312	$4.5000

BAI/SWIFT/ISO REPORTING		
3645 - DT FILE IMPLEMENTATION FEE	4004ZZ	$0.0000
3653 - H2H FILES TRANSMITTED OVER 67	4004ZZ	$0.0000
3654 - H2H FILES TRANSMIT OVER 500KB	4004ZZ	$5.0000
6080 - H2H CURRENT DAY MONTHLY SVC	4004ZZ	$150.0000
6085 - H2H ACCOUNTS REPORTED	4004ZZ	$55.0000
6093 - H2H CHECK ITEMS REPORTED	400632	$0.0500
6094 - H2H TRANS DETAIL REPORTED	400632	$0.0500
6095 - H2H NON-CHECK ITEMS REPORTED	400632	$0.0500

BANKING CENTER SERVICES		
1306 - BRANCH CREDITS POSTED	100000	$2.0000
1316 - BRANCH DEPOSIT-BAGGED COIN	100012	$5.0000
1318 - BRANCH ORDER - COIN ROLL	100044	$0.1000
1319 - BRANCH ORDER CURRENCY STRAP	10004A	$1.0000
1333 - BRANCH ORDER PROCESSED	100040	$3.0000
7173 - NIGHT DROP CASH VERIFICATION (PER $1)	100000	$0.0020
7174 - TELLER LINE CASH VERIFICATION (PER $1)	100000	$0.0040

DEPOSITORY SERVICES		
501 - CHECK DEPOSITED-ON US	100220	$0.1000
513 - CHECK DEPOSITED-TRANSIT	100224	$0.1300
519 - IMAGE GROUP ONE	100214	$0.0250
520 - ON-US STANDARD	100210	$0.0250
521 - IRD PERIOD ONE	100214	$0.0250
524 - FILE TRANSMISSION REC.- VPN	101321	$150.0000
526 - IMAGE GROUP TWO	100214	$0.0250
528 - IMAGE GROUP TWO - TIER 2	100214	$0.0250
541 - REMOTE DEPOSIT CAPTURE ITEM	101310	$0.0500
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	$15.0000
746 - ON US PREMIUM	100210	$0.0250
748 - ICL DEPOSIT LATE	100200	$1.5000
751 - IMAGE GROUP ONE - PERIOD TWO	100200	$0.0250
752 - IMAGE GROUP ONE - PERIOD THREE	100200	$0.0250
756 - ICL DEPOSIT STANDARD	100200	$1.0000
757 - IMAGE QUALITY SUSPECT ITEMS	100200	$0.2000
758 - NON-CONFORMING IMAGE ITEMS	100200	$3.0000
759 - ICL DEPOSIT EARLY	100200	$0.7500
1400 - CREDITS POSTED	010101	$0.2000
1435 - RETURN ITEM	100400	$3.0000
1437 - RETURN MULTIPLE LOCATIONS	100430	$0.5000
1438 - RETURN ALTERNATE ADDRESS	100401	$0.7500
1446 - RETURN IMAGE	100415	$1.0000
1448 - RETURN DETAIL REPORTING	100411	$0.2000
1449 - RETURN SINGLE ITEM ADVICE	100401	$0.4000
1450 - RETURN ITEM REDEPOSIT	100402	$3.0000
1452 - RETURN - EMAIL NOTIFICATION	100415	$1.0000
1455 - RETURN MAKER NAME	100430	$0.6000

DISBURSEMENT SERVICES		
1321 - CHECK CASHING NON-ACCT HOLDER	150501	$0.0000
2320 - STOP PAYMENT - MANUAL	150420	$4.000
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	$3.0000
2370 - CHECK / DEBIT POSTED	010100	$0.0400
3377 - IMAGE TRANSMISSION PER ITEM	151351	$0.0200
3378 - IMAGE TRANSMISSION PER TRANS	151354	$50.0000
3393 - IMAGE EXCEPTION TRANSMISSION	151351	$50.0000
3495 - IMAGE STORAGE PER ITEM	151351	$0.0200
6618 - CHECK INQUIRY MAINTENANCE	150400	$5.0000
6625 - EXCEPTION NOTIFICATION - ACCT	150030	$5.0000
6626 - EXTENDED REPORT RETENTION	400800	$0.0000
6634 - EXTENDED PAID CHK DATA STORAGE	400800	$0.0500
6639 - STOP PAYMENT - ELECTRONIC	150410	$5.0000
6640 - IMAGE RETENTION EXT PER ITEM	151351	$0.0200
6641 - DATA DOWNLOAD	200306	$10.0000
6644 - ISSUE INPUT UPLOAD	200201	$0.5000
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	$1.0000

INT REC & PAY - REPORT		
6179 - RECEIVABLES MAINT - ONLINE	050005	$15.0000
6187 - LONG TERM STORAGE - CHECK	050620	$0.0200
6188 - LONG TERM STORAGE - DOCUMENT	050620	$0.0400
6191 - ALERTS - PER ALERT	011021	$0.5000
6198 - RECEIVABLES MAIN - REPORTS	05031Z	$15.0000
6280 - RECEIVABLES MAINT - RETURNS	100416	$15.0000
6852 - TRANSMISSION MAINT - DATA	050400	$100.0000
6853 - TRANSMISSION PER ITEM - DATA	050401	$0.0500
6854 - RECEIVABLES MAINT - DOWNLOADS	050406	$15.0000
6855 - TRANSMISSION MAINT - IMAGE	050420	$100.0000
6856 - TRANSMISSION PER ITEM - IMAGE	050420	$0.0500

INTERNATIONAL CHECK DEPOSITS		
3941 - DEPOSITED CHECK - CANADIAN	609999	$1.0000
3943 - FOREIGN CHECK DEPOSIT(GROUP 1)	609999	$10.0000
3946 - FOREIGN CHECK DEPOSIT(GROUP 2)	609999	$10.0000
3947 - FOREIGN CHECK RETURN (CAD)	609999	$10.0000
3948 - FOREIGN CHECK COLLECTION	609999	$25.0000

JPMORGAN ACCESS		
6040 - MONTHLY SERVICE	401000	$30.0000
6041 - ACCOUNTS REPORTED	40044Z	$10.0000
6045 - TRANSACTIONS REPORTED - 1 YEAR	40066Z	$0.1000
6051 - TRANSACTIONS REPORTED - 2 YEAR	40066Z	$0.1200
6053 - EXTENDED TRANSACTION DETAIL	40066Z	$0.0000
6076 - ACCT TRANSFER ITEM	350120	$0.5000

LIQUIDITY SERVICES		
5741 - IN-COUNTRY SWEEP MASTER	010020	$10.0000
5742 - IN-COUNTRY SWEEP PARTICIPANT	010021	$5.0000
7848 - MONEY MKT FUND EOD SWEEP-MAINT	450020	$75.0000
7849 - INVESTMENT SWEEP - MAINT	450020	$100.0000

ACCOUNT VALIDATION SERVICES		
7950 - AVS ACCOUNT VERIFICATION	250101	$0.2500
7951 - AVS ACCOUNT AUTHENTICATION	250101	$0.2500
7954 - AVS STANDARD	250101	$0.2500

RECEIPTSTREAM/ENH REC SVCS		
2629 - EDI SUMMARY REPORT JPMACCESS	300523	$1.0000
2631 - EDI DETAIL REPORT JPMACCESS	300523	$1.0000
2642 - EDI ACCOUNT FEE	300010	$10.0000
4211 - FILE PROCESSING	300200	$5.0000
4219 - EDI X12 820 PER ACCT JPMACCESS	300523	$25.0000
4221 - EDI X12 820 SEGMENT-JPMACCESS	300523	$0.1500
4229 - EDI 821 PAID ITEM	300500	$0.0150
4230 - EDI ADDENDA REPORTING NACHA	300212	$0.0500

RECONCILIATION SERVICES		
3205 - FULL RECONCILEMENT - PER ITEM	200110	$0.0300
3207 - FULL RECONCILEMENT - MAINT	200010	$25.0000
3209 - PARTIAL RECONCILEMENT - MAINT	200020	$30.0000
3210 - PARTIAL RECONCILIATION-PER ITM	200120	$0.0300
3228 - PAYEE NAME VERIFICATION	150122	$0.0200
3262 - POSITIVE PAY MAINTENANCE	150030	$0.0000
3263 - EXCEPTION ITEM	150300	$2.0000
3268 - PP NON RECON MAINTENANCE	150030	$25.0000
3269 - ISSUE INPUT WITHOUT RECON	200201	$5.0000
3271 - ISSUE INPUT FILE WITH RECON	200201	$3.0000
3272 - CHECK EXCEPTION RETURN	150320	$4.0000
3291 - OUTPUT FILE	200301	$5.0000
3293 - EXCESSIVE ARP REJECTS	200209	$1.0000
3294 - DATA ENTRY - MANUAL	200209	$2.0000
3322 - DEPOSIT RECON MAINTENANCE	100600	$35.0000
3325 - DEPOSIT RECON ITEMS	100610	$0.0500
3376 - ARP CUSTOM REPORT	200324	$15.0000
3384 - IMAGE DELIVERY - PER FILE	151354	$50.0000
3385 - IMAGE DELIVERY - MAINTENANCE	151354	$15.0000
3386 - IMAGE CAPTURE PER ITEM	151351	$0.0150

VAULT SERVICES		
1310 - VAULT DEPOSIT	100100	$2.0000
1459 - VAULT DEPOSIT PER $1,000	10011Z	$0.8000
1475 - VAULT DEPOSIT ROLLED COIN	100110	$0.1000
1476 - VAULT ORDER COIN ROLLS	100144	$0.1000
1477 - VAULT ORDER - COIN ROLL BOX	100146	$0.0600
1479 - VAULT ORDER COIN BAG LOOSE	100147	$2.0000
1495 - VAULT STANDARD ORDERS	100141	$2.0000
1497 - VAULT ORDER CURRENCY STD STRAP	10014A	$0.2500
1498 - VAULT EXPEDITED SPECIAL ORDERS	100143	$20.0000
1499 - VAULT ORDER CURR NON STD STRAP	100148	$0.0300
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	$5.0000
1525 - VAULT DEPOSIT STD COIN BAG	100113	$1.5000
1535 - VAULT ENVELOPE DEPOSIT VERIF	100104	$1.0000
1617 - VAULT DEPOSIT ADJUSTMENT	100501	$3.0000
1623 - REMOTE CASH CAPTR DEP PER $1K	100100	$0.7500
1641 - REMOTE CASH CAPTR PER LOC FEE	100100	$50.0000

WIRE - U.S.		
5468 - TREASURY BOOK CREDIT	350320	$2.0000
5469 - TREASURY FED CREDIT S/T	350300	$3.0000
5470 - TREASURY FED CREDIT REPAIR	350330	$4.0000
5471 - TREASURY CHIPS CREDIT S/T	350300	$3.0000
5472 - TREASURY CHIPS CREDIT REPAIR	350330	$4.0000
5822 - ELECTRONIC BOOK DEBIT S/T	350120	$2.0000
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	$3.0000
5824 - ELECTRONIC FED DEBIT S/T	350100	$3.0000
5825 - ELECTRONIC FED DEBIT REPAIR	350102	$4.0000
5826 - ELECTRONIC CHIP DEBIT S/T	350110	$3.0000
5827 - ELECTRONIC CHIP DEBIT REPAIR	350541	$4.0000
5886 - BOOK CREDIT	350320	$2.0000
5887 - FED CREDIT S/T	350300	$3.0000
5888 - FED CREDIT REPAIR	350330	$4.0000
5889 - CHIPS CREDIT S/T	350300	$3.0000
5890 - CHIPS CREDIT REPAIR	350330	$4.0000
8768 - BOOK COVER CREDIT S/T	350320	$2.0000
8769 - BOOK COVER CREDIT REPAIR	350320	$3.0000
8770 - FED COVER CREDIT S/T	350300	$3.0000
8771 - FED COVER CREDIT REPAIR	350330	$4.0000
8772 - CHIPS COVER CREDIT S/T	350300	$3.0000
8773 - CHIPS COVER CREDIT REPAIR	350330	$4.0000

Transition Incentive for Pinellas County

RATES:
We are pleased to extend to Pinellas County an indexed rate for both the Earnings Credit Rate (ECR) and Interest Rate, benchmarked to the upper band of the Federal Funds Targeted Rate. Additionally, the Contractor's rates are exempt from Reserve Requirements and Balance-Based Charges (BBC), providing further value and flexibility.

Earnings Credit Rate =	Federal Funds Target Rate less 135 basis points = **2.40%** [3.75% - 1.35% = **2.40%** (February 2026)]
Interest Rate =	Federal Funds Target Rate less 145 basis points = **2.30%** [3.75% - 1.45% = **2.30%** (February 2026)]

TRANSITION CREDIT

Incentive	Incentive Value	Incentive Description
12-month Fee Waiver for all Board and Clerk accounts.	**$63,000**	**Waiver of service charges for the first 12 months up to $70,000.**
Initial Supply order for Board and Clerk	**$10,000**	**Initial order of deposit supplies for the Board and the Clerk, including deposit slips, deposit bags, endorsement stamps, and check stock.**
(6) Remote Deposit Scanners (valued at)	**$4,286**	**Six (6) Remote Deposit scanners to replace the County's existing scanners.**
Waiver of Implementation Fees (valued at)	**$600**	**Waiver of all initial setup and implementation fees.**
TOTAL POTENTIAL INCENTIVE =	***$77,886***	

Exhibit G

The Bank's Standard Account and Service Terms Documentation ("Account Documentation")

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

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

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

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

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

1. Authorized Persons.

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

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

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

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

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank's security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

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

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

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

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

3. Deposits.

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

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

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

4. Payment of Items.

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

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

4.3 **Limitations.** The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

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

5. Funds Transfer Instructions.

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

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

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

5.4 Foreign Exchange.

(a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.

(b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.

(c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

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

6. Interest; Fees; Taxes.

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

6.2 Fees and Taxes.

(a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.

(b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:

(i) ensure that the Deduction is made;

(ii) pay the amount of the Deduction as required by applicable law;

(iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and

(iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.

(c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

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

7. Account Statements.

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

8. Overdrafts.

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

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

9. Set Off; Security Interest.

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

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

10. Confidential Information; Agents; Consents.

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

(a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.

(b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.

(c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank's professional advisors, auditors or public accountants; (iii) the Bank's subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank's rights under the Account Documentation; and (v) with the consent of the Customer.

(d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank's or Customer's businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.

(e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

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

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

11. Liability Limitation; Force Majeure.

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

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

12. Indemnity.

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

13. Notices.

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

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

14. Termination.

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

(a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or

(b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

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

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

(a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.

(b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

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

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

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

16. Governing Law and Procedure.

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Interpleader; Reimbursement.

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

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

19. Provisional Recredit.

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

ADDENDUM TO ACCOUNT TERMS (UNITED STATES OF AMERICA) V1.15_03_14_25

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

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

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

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

3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.

3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion

3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.

3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.

3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.

3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.

3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").

3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.

3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.

3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.

3.14 Electronically Created Items. The Customer should not deposit electronically created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.

3.15 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personal identification numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day.

3.16 Internet Gambling. The Customer agrees not to conduct any transactions through the Account that are directly or indirectly related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb).

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

4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.

4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer's own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.

4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items The Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.

4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.

4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.

4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a period of time agreed to by the Bank. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item payed by automated payment processing.

4.12 Non-Standard Items. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of Customer issuing Items that do not meet industry standards for Items (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary).

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

5.4 Foreign Exchange.

(d) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment from its Account in the Account Currency to a beneficiary account the Bank determines is a Non Account Currency account, the Bank is authorized in its discretion to enter into a foreign exchange transaction to convert the Account Currency funds into an amount of the relevant Non-Account Currency of such beneficiary account and complete the funds transfer as provided in Section 5.4(a) above.

5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to issue a check as agent for the Customer in accordance with the Instruction. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not presented for payment within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.

5.7 Credit Entries Received Through Automated Clearing House (ACH) System. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to execute such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.

5.10 Real Time Payments. Payments received through the Real Time Payment System operated by The Clearing House Payments Company LLC ("RTP System") will be processed pursuant to the RTP Operating Rules and any other applicable Rules & Regulations, to which the Customer agrees to be bound. If the Customer receives a payment through the RTP System on behalf of another person or entity, such other person or entity must be a resident of, or otherwise domiciled in the United States. In the further transmission of any such payments, the Customer agrees to comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.

5.11 Messaging Standards. To the extent there is any inconsistency between a fund transfer financial messaging standard and the governing law set forth in Section 16.1, the governing law set forth in Section 16.1 will govern.

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

6.4 Earnings Credit Account Analysis.

(1) The Customer may instruct the Bank to calculate and apply the Earnings Credit Account Analysis service (the "ECR Service") on eligible Accounts. The Bank will calculate a credit (the "Earnings Credit") by applying an earnings credit rate (the "ECR") to all or a portion of the balances held in the eligible Account (the "ECR Balance").

I.

(2) The Bank will apply the Earnings Credit calculated for each billing period as an offset (an "ECR Application") against fees and charges actually incurred by the Customer during the same billing period for the use of the Bank's products or services, including, fees and charges related to certain products or services of the Bank and/or its affiliates (the "Charges"). The Bank shall determine the manner and sequence of the ECR Application in its sole discretion. Any excess Earnings Credit remaining after an ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. The Customer remains responsible for paying all remaining Charges after the ECR Application.

II.

(3) The Customer hereby acknowledges and agrees that: (i) Earnings Credit is not interest for tax purposes and, unlike interest from a tax perspective, is not and will not be paid by the Bank to the Customer and has no equivalent cash value, (ii) Earnings Credit earned by the Customer may be utilized in an ECR Application against Charges owed by a different affiliate, subsidiary or related entity that agreed to participate in this ECR structure by executing the required terms; and (iii) various branches, subsidiaries and certain affiliates of the Bank may transfer to any other branch, subsidiary or affiliate of the Bank (a) any Earnings Credit earned by the Customer or any of its subsidiaries, affiliates or related entities and/or (b) their respective rights to receive payment in relation to Charges incurred by the Customer or its affiliates, subsidiaries, or related entities who are participating in the ECR Service.

III.

(4) The Customer represents and warrants to the Bank that it has made and will continue to make an independent assessment of the legal, regulatory, accounting, and tax implications of entering into this Addendum and the ECR Service, and acknowledges that the Bank makes no representation as to how the ECR Service or the Earnings Credit will be interpreted or treated for legal, tax, accounting or any other purpose.

IV.

(5) The Bank, in its sole discretion, may terminate the ECR Service for any reason immediately. The Customer may terminate the ECR Service at any time upon notice to the Bank, provided, however that the Bank shall have a reasonable opportunity to act upon any termination request.

V.

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

7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.

7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.

7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.

7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

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

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

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

15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").

15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.

15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.

15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.

15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.

15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

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

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

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

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

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

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

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

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

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

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

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

(6) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.

VI.

(7) the Benefit Plan fiduciary (the “Plan Fiduciary”) is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the “Advisers Act”), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. $50,000,000 under its management or control;

VII.

(8) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;

VIII.

(9) the Plan Fiduciary is a “fiduciary” with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;

IX.

(10) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and

X.

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

XI.

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

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

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

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

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

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

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

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

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

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

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first $275 from a day's total deposits.

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

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

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

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

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first $275 of the aggregate deposit will be available on the first business day after the day of deposit.

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

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

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than $6,725 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

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

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

- Funds from deposits of the first $6,725 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over $6,725 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first $6,725 may not be made available until the second business day after the day of deposit; and

- Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.

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

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

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Consolidated Service Terms

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

TREASURY SERVICES (UNITED STATES) COMMERCIAL BANK

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

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

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

SERVICES FOR CUSTOMERS

SERVICE TERMS – CONSOLIDATED SERVICE TERMS BOOKLET

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

ACH ORIGINATION SERVICE TERMS

V2.2_10_28_22

The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank) agree to comply with and be bound by the Rules as in effect from time to time.

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

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

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. Further, the Customer's origination of WEB, TEL and IAT Entries requires additional pre-approval by the Bank; if the Customer attempts to originate such Entries without first obtaining such approval, the Entries may be suspended, delayed or rejected pending completion by the Bank of product due diligence, know-your-customer and/or other review as the Bank determines to be necessary in its discretion. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

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

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

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

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

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

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

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

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

   Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under these Service Terms and (b) compliance by Bank and the RDFI with any request Customer makes for a cancellation, stop payment, reversal or recall of any Entry or any RCC created by Bank under Section 1 hereof.

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

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

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

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

7. **Notification to Bank if Customer is or Becomes a Third Party Sender.** Customer will not initiate Entries as a Third Party Sender or otherwise originate Debit Entries or Credit Entries on behalf or for the benefit of other persons or entities without prior notification to, and approval of, the Bank. Accordingly, Customer will notify Bank if Customer at any time intends to become a Third Party Sender and will not commence and will not commence such activity unless and until Bank approval is obtained.

8. **IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of

Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

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

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

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

9. **Same Day Entries.** The terms set forth in this Section 9 apply to any Same Day Entry, as such term is defined in the Rules, originated by the Customer. From and after the effective date specified under the Rules for Same Day Credit Entries and Same Day Debit Entries (or such other dates as may be communicated to the Customer by the Bank), subject to the conditions set forth in this Section 9, any Credit Entry or Debit Entry submitted to the Bank that meets the criteria set forth in the Rules for a Same Day Entry ("Same Day Criteria") may be processed and released by the Bank in such time and manner as to enable same day processing and settlement by the applicable ACH Operator and RDFI.

The Bank may, in its sole discretion, provide the Same Day ACH Service to its customer segments on either an opt-out basis or an opt-in basis. If the Service is provided to the Customer on an opt-out basis, any Credit Entry or Debit Entry transmitted to the Bank in the name of the Customer that meets the Same Day Criteria may be processed as a Same Day Entry (from and after the Respective Implementation Date), and the Customer will be charged applicable fees for such processing. The Customer may elect to exclude transactions from Same Day ACH processing by notifying the Bank in writing (or by such other means as the Bank may specify) of specified Company IDs that the Customer wants to exclude from Same Day ACH processing even if the Same Day Criteria are met. In such case, the Bank will exclude files/Entries with such Company IDs from the Service. If the Service is provided to the Customer on an opt-in basis, the Customer may request that its originated Entries meeting the Same Day Criteria be processed on a same day basis; otherwise, such Entries will not be processed on a same day basis. As a result of the implementation of the Same Day ACH processing, there may be changes to the posting times for Entries; Same Day ACH Entries as well as Entries originated to accounts of Receivers at the Bank may be posted to Receivers' accounts earlier than posting was occurring prior to implementation of Same Day ACH processing. Notwithstanding anything to the contrary contained in these Service Terms, certain Bank transmission channels will not provide capability for origination of Same Day ACH Entries or will provide such capability at a later time than other channels

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

ACH TRANSACTION BLOCKING WITH POSITIVE PAY SERVICE TERMS V1.5_09_02_25

1. ACH Transaction Blocking

(a) Service; Incorporation of Account Documentation. JPMorgan Chase Bank, N.A. ("Bank") provides a Service that allows Customer to block and return ACH debit and credit Entries originated to Customer's account with Bank. Customer can select from a variety of authorization or blocking criteria and advise Bank in a manner and form acceptable to Bank. Such authorization or blocking criteria set up by Customer hereafter sometimes called "Block Profile." Bank will return any blocked transaction indicating that the ACH debit was not authorized or that the ACH credit was refused.

The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Transaction Blocking and/or Positive Pay services, Customer agrees to these Service Terms. Capitalized terms that are used and not defined herein shall have their meanings set forth in the Account Documentation or the Operating Rules of the National Automated Clearing House Association (Nacha).

(b) Company IDs. If Customer elects an option that blocks or allows ACH debits or credits from specified companies, Customer will be solely responsible for obtaining the correct Company ID for each such Originator. Customer must supply the Bank, through the designated user interface, with the applicable ACH Company ID of the Originator as it appears on the Company/Batch Header Record. The Company ID will be the sole criterion for blocking debit and credit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator.

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

2. ACH Positive Pay

(a) ACH Positive Pay Service. Bank provides a Service that allows Customers who are currently setup on ACH Transaction Blocking Service to elect a feature which provides notification to Customers prior to posting or return of any ACH debit Entries and/or credit Entries identified as unauthorized and/or authorized, regardless of established Block Profile parameters set by Customer.

(i) Bank will provide such notification to Customer by a method prescribed by Bank, and Customer shall have an opportunity to provide instructions to Bank prior to a designated cut-off time ("Same Day Cut-Off Time"), in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block Profile rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block Profile rule specifies processing of such transactions). If the Customer does not provide such instructions prior to such designated cut-off time or if an Entry with a same day effective date is received after such designated cut-off time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block Profile rules except as otherwise provided in Section 2(e).

(ii) If the Customer does not provide such instructions prior to the Same Day Cut-Off Time or if an Entry with a same day effective date is received after the Same Day Cut-Off time, Bank's Positive Pay Next Day service will be enabled and Customer shall have an additional opportunity to provide instructions to Bank prior to the PP Next Day Cut-Off Time (as such term is defined in Section 2(b) below) in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block Profile rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block Profile rule specifies processing of such transactions). If the Customer does not provide such instructions prior to the PP Next Day Cut-off Time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block Profile rules.

(iii) Additionally, Customer may provide instructions to Bank prior to a designated Entry cut-off time, in a manner and form acceptable to the Bank to add allowable or non-allowable IDs to their ACH Transaction Block Profile rule directly from transactions details presented for decisioning.

(iv) Settlement and availability of funds may be delayed as a result of an ACH transaction held until the Same Day Cut-Off Time.

(b) **ACH Positive Pay Next Day Service.** Bank also provides an additional Service that allows Customer to review ACH debit and credit Entries originated and posted to Customer's account with Bank and to instruct Bank to return some or all of these transactions by a designated cut-off time on the banking day following the day on which the transactions are posted to the Customer's account ("PP Next Day Cut-Off Time"), in a manner and form acceptable to the Bank. Customer shall use block criteria available through the Service to select the types or categories of incoming ACH debit and/or credit Entries it wishes to review or Customer may elect to review all incoming ACH Entries subject to Section 2(e) below. If the Customer enables the Positive Pay Next Day Service, any ACH transaction subject to a Block Profile rule will be posted to Customer's Account and will be eligible for an ACH return within a designated time the following day. If Customer does not provide instructions to return within such time, such posting will become final. If Customer choses to return the transaction after it has posted, applicable fees may be assessed.

(c) **Review and Return Process.** Based upon the block criteria selected by the Customer, ACH Entries meeting that criteria will be made available for Customer to review not later than a designated time on the same day on which the transactions are posted to the account for the ACH Positive Pay Service or the banking day following the day on which the transactions are posted to the Customer's account for the ACH Positive Pay Next Day Service. The details provided by Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard Entry class code and settlement date.

(d) Customer shall advise Bank by means of an agreed upon transmission method not later than Bank's designated cut-off time if there are any transactions that are unauthorized and that Customer wishes to return. Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to Customer as to which Bank does not receive a timely return instruction from Customer will remain posted or be returned based on the Transaction Review profile default decision setting established by the Customer.

(e) **Certain Reviewed Transactions May be Returned/Posted Despite Instructions.** Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

3. ACH Transactions Not Subject to ACH Transaction Blocking with Positive Pay.

Notwithstanding anything to the contrary in these Service terms, the following types of ACH transactions will not be made available for Customer's review and decisioning:

- debits or credits to Customer's account to offset any ACH Entries originated by Customer through Bank;
- reversals of previously received ACH Entries;
- returns or reversals by the RDFI of ACH Entries originated by Customer through Bank;
- reclamation Entries;
- debits or credits to Customer's account initiated by Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges Customer owes Bank or Bank's affiliates; and
- if Customer is also subscribing to the ACH Transaction Blocking service, any transactions blocked and returned pursuant to that service.

LOCKBOX SERVICE TERMS

V1.5_05_20_21

JPMorgan Chase Bank, N.A., organized under the laws of U.S.A. with limited liability (the "Bank"), will provide the Customer with the Lockbox Service (as defined below) in accordance with the terms and conditions set forth in these Lockbox Service Terms ("Service Terms"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services and other applicable service terms as may be amended from time to time (collectively, the "Account Documentation") and the Statement of Work (as defined below) are incorporated into these Service Terms by reference and form a part thereof. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail. By acknowledging or signing the applicable Account Documentation or by using or continuing to use this Service, Customer agrees to these Service Terms.

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

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer irrevocably appoints the Bank (and all persons the Bank designates in connection with the Lockbox Service) to endorse Items with the Customer's name. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank and shall be deemed to make all of the warranties of a transferor of such Item under applicable law.

(a) The Customers requiring "Caller Service" or "Business Reply Mail Service" (as such terms are used by the United States Postal Services ("USPS")) or any similar service at the USPS or Canada Post Corporation ("CPC") for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS or the CPC, as the case may be, and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS or the CPC, as the case may be, for such services or any other action taken or not taken by the USPS or the CPC, as the case may be.

(b) The Bank may, at its sole discretion, provide the Customer additional optional Services including, without limitation, Decision Manager (as defined below), non-deposit remittance Items (i.e., the Bank will process and deposit only Items that meet the Customer directed rules for deposit), early transmission of remittance data, customized grouping and sorting of Items (i.e,, the Customer instructs the Bank to further group and sort the contents of its mail according to criteria specified by the Customer) and imaging and additional data capture requirements of remittance data to create customized transmission files and reporting (collectively, the "Value Add Services"). The Customer shall submit to the Bank a completed implementation requirements document (the "Statement of Work") instructing the Bank to perform the Value Add Services agreed to by the Customer and the Bank. The Customer may receive user guides and other materials ("Service Guides") setting forth the terms and conditions upon which such Value Added Services shall be provided to the Customer by the Bank. The Customer acknowledges and agrees that Remittance Processing and, if applicable, the provision of Value Add Services (collectively, "Pre-Deposit Processing") may result in Items not being deposited until completion of such Pre-Deposit Processing in accordance with Customer's instructions. Decision manager ("Decision Manager") is an exception workflow tool to which clients can subscribe. Upon the Bank's review of the mail and remittance information for Items that do not meet a Customer's specified requirements for deposit (e.g., check and invoice amounts do not match, incorrect payee name, incorrect amount, etc.) or reported as processing exceptions ("Exception Items"), the Bank will notify the Customer of such Exception Items by posting such Exception Items on a designated website or application. The Customer must communicate its decision for Exception Items within the deadline indicated in the Statement of Work. The Customer agrees that the Bank shall not deposit such Exception Items until the Bank receives an instruction from the Customer. If the Customer fails to provide an instruction within the timeline specified, the Bank will either return the Item unprocessed to the Customer or follow the default instruction specified in the Statement of Work.

(c) If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.

(d) The Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to the Customer as unprocessable; provided, however, upon Customer's request, but at the sole discretion of the Bank, the Bank may process or collect foreign checks on behalf of Customer subject to terms and conditions in the Account Documentation.

2. **Availability Schedule.** The Bank will deposit eligible Items to the Customer's designated deposit account in accordance with the Bank's Availability Schedule provided to the Customer. The Customer agrees that Items that require special handling may receive delayed availability.

3. **Returned Items; Re-presentment.** If any Item is rejected, reversed, or returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.

4. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than fourteen (14) days. All original documents will be destroyed fourteen (14) days after processing. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer If the Customer elects, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through a delivery media ("Delivery Media") at the intervals agreed upon between the Bank and the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer through the Delivery Media

5. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.

6. **Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this Service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.

7. **Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.

1. # COIN AND CURRENCY SERVICE TERMS ....V1.6_12_06_19

I. SERVICE

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the coin and currency services listed below (each a "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

II. CASH ORDERS

1. Cash Orders.

XII.

The Customer may issue written instructions to the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders can be transmitted to the Bank only during such time as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount of a Cash Order (the "Cash"). If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order, to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.

2. Cash Limits.

The Bank and the Customer may agree to the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

3. Discrepancies for Cash Orders.

All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to request or receive an adjustment after such time period.

4. Cancellations and Amendments.

A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.

5. Notice of Rejection.

If the Bank rejects a Cash Order, it will promptly notify the Customer of the reason.

6. Notice of Execution.

The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.

7. Security Procedure.

The Customer must place a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer which identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the Customer ("Security Procedure. The Customer and Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

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

III. CASH DEPOSITS

1. Standard Courier Service.

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

2. Deposit Presentment and Processing for Standard Courier Service.

With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

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

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

3. **Courier Service through the use of a Smart Safe or Recycler Machine.**

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

4. **Deposit Presentment and Processing Courier Service through the use of a Smart Safe or Recycler Machine.**

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

5. **Revocation of Provisional Credit.**

The Customer agrees that the courier will pick up the Cash from the Smart Safe, deliver it to the vault and complete the verification process at least every seven (7) calendar days (or as otherwise agreed to by the Bank). In the event the courier does not retrieve the Cash from the Smart Safe for whatever reason, within such time frame, or otherwise deliver the Cash to a vault location, Customer authorizes the Bank to revoke the provisional credit given to Customer's designated account at the Bank's discretion and without prior notice, even if doing so creates or increases an overdraft.

6. **Discrepancies.**

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

7. **Geographical Limitations for Cash Deposits.**

Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

8. **Relationship upon Delivery of Bags.**

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

9. Deliveries to an Unattended Facility.

If the Bank agrees to allow the Customer to use one of our unattended facilities (including but not limited to a night depository or commercial ATM) the Bank may provide the Customer with an access device (such as a key or card that may require a Personal Identification Number (“PIN”). The Customer must return all access devices to the Bank upon the Bank’s request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank’s guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bags. While the Customer or the Customer’s designated courier agent is physically present at one of the Bank’s unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

10. Liability at Unattended Facility.

The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer’s responsibility to verify that its bags have dropped down completely into the facility and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time

POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION SERVICE TERMS

V1.6_02_24_26

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

1. Services.

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

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: (i) Account number on which the Item is drawn; (ii) Item serial number; (iii) dollar amount; (iv) issue date (not as part of Reverse Positive Pay); and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer must provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually-agreed-upon transmission method. With Positive Pay, the Bank will compare items (i), (ii) and (iii) (and, in the case of Payee Verification, item (v)) of the Issuance Information with the applicable information from the Items presented to the Bank for payment against the Account. If the Customer has properly set up an issue date limitation, then the Bank will compare the date that the Item has been paid with the issue date in the Issuance Information. For Reverse Positive Pay, the Bank will provide the Customer access to the Issuance Information, and the Customer will compare such information with the Items that the Customer has issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day that the Item is presented to the Bank for payment. If the Customer fails to timely provide the Issuance Information (including, in the case of Payee Verification, the payee name) in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. The Bank will not be liable to the Customer for any Item that the Bank processes and pays in accordance with the Customer's Issuance Information and, If applicable, the Customer's Presentment Decision.

For Reverse Positive Pay, the Bank will provide access to the Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank will not be liable to the Customer for any Item that the Bank processes and pays unless the Customer advises the Bank on time and in the proper format that such Item is not authorized for payment.

The Bank is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If the Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which the Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

For Payee Verification, the Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under the Payee Verification Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the pay to the order of field on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and the Bank. The Customer understands that the Bank will not be liable to the Customer (i) for any discrepancy in the payee name if the discrepancy was not detected due to the check stock or the print format of the Item not complying with the Bank's specifications and/or not passing the Bank's testing (including, without limitation, with respect to the payee name placement) or (ii) for any discrepancy in the payee name if the payee name was handwritten on the Item.

5. Voided Items and Stop Payments.

For any Item listed on the Customer's Issuance Information which the Customer decides it no longer wishes to pay: (a) if the Item is physically in the Customer's possession, the Customer may place a void notice in the Issuance Information for such Item, or (b) if the Item is no longer physically in the Customer's possession, the Customer must place a stop payment request with the Bank in accordance with the Bank's requirements and the Account Documentation. If the Customer does not place a stop payment request for an Item not physically in the Customer's possession as set forth in (b) above and instead places a void notice, the Customer agrees (i) that the Bank may debit the Customer's Account for the payment of such Item and (ii) that the Customer will be liable to the Bank for any damages the Bank may suffer as a result of the Customer's failure to place a stop payment on such Item.

6. Item Payment.

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

7. Over the Counter Presentment and Encashment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment or deposit at one of the Bank's branch locations at the teller line and the Account is under the Positive Pay, Payee Verification, or Reverse Positive Pay with Teller Line Protection Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. The Bank will not be liable to the Customer for any Item that the Bank pays at the teller line in accordance with the Customer's Issuance Information. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the Account is under the Reverse Positive Pay without Teller Line Protection Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) the Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services, and (iii) the Customer agrees to unconditionally release, indemnify, and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

8. Non-Standard Items.

The Service(s) shall not apply to any Item that does not meet the Bank's set-up requirements for Items to be eligible for the Services (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to the Bank, or any Item which may be printed on various printing devices that allow size or font to vary) (collectively, "Non-Standard Items"). The Customer acknowledges that (i) the use of Non-Standard Items may increase the likelihood of fraud, such Non-Standard Items may not be accepted for deposit at financial institutions, and the use of Non-Standard Items may lead to processing delays due to the failure of such Non-Standard Items to systemically be matched to the Issuance Information at the time that they are presented to the Bank for payment, and (ii) the use of Non-Standard Items may result in the Bank's fraud protection services not being able to operate as designed such that Non-Standard Items may not be able to be returned within the legal timeframe. The Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

The Customer agrees that the Bank may, without liability to the Customer, refuse to deposit any Non-Standard Item, including, without limitation, refusing to accept the deposit at any of the Bank's branch locations. The Customer agrees that the Customer's decision to use Non-Standard Items which result in the inability to meet the formatting standards required by the Bank's Service(s) to operate as designed (systemic matching of the Issuance Information to the Item at the time that it is presented for payment) constitutes negligence contributing to the making of an unauthorized signature and/or a material alteration of the Item (collectively "Unauthorized Item") in situations where a Non-Standard Item is paid against the Customer's Account that the Customer claims is an Unauthorized Item, (a) the Customer assumes the risk of loss to the extent that such Service(s) would have detected the Unauthorized Item if it had used check stock that met the Bank's formatting requirements, (b) the Customer shall not claim against the Bank, and the Bank shall have no obligation or liability to the Customer to recredit any such Account for any such loss, and (c) the Bank will have exercised ordinary care if it pays an Item drawn on any Customer Account based upon industry standards without any further inspection of any such Item, even if it is an Unauthorized Item.

9. Incomplete Activations and Service Suspensions

The Customer agrees that the Bank shall have no obligation or liability to the Customer in accordance with these Service Terms (i) in the event the that Services are suspended by Bank in accordance with the Account Documentation, or (ii) prior to Customer taking all required steps to fully implement the Services (including, without limitation, the Customer's final activation of the Service (i.e., actioning "pending positive pay") on the applicable Bank electronic channel). The Customer also understands that it may be billed for the Services notwithstanding that it has not taken all required steps to fully implement the Services.

CONTROLLED DISBURSEMENTS SERVICE TERMS

V1.4_10_25_13

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with controlled disbursement services (the "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and other service terms ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation (as may be amended, modified or supplemented from time to time) or by using or continuing to use the Service, the Customer agrees to these Service Terms. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Controlled Disbursement Account.

Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.

3. Payment of Items.

Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

4. Over-the-Counter Presentment.

Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

5. Funding Account for Controlled Disbursement.

Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

6. Media.

Bank will transmit to Customer, by the transmission method or media agreed to by Customer and Bank, information regarding Customer's Controlled Disbursement Account.

7. Routing Transit Number.

Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

8. Financial Condition.

In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

9. Third Party Usage.

Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 9. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 9, Bank may immediately terminate this Service or any Service feature upon notice to the Customer

IMAGE CASH LETTER SERVICE TERMS

V2.0_12_27_23

1. Service.

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

2. Transmission and Processing.

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

3. Image Cash Letter File Deposit Time.

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

4. Customer Liability.

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

5. Suspension/Cancellation of Service.

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

6. Intellectual Property Ownership.

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

7. WARRANTIES AND DISCLAIMERS.

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

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

8. INDEMNIFICATION.

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

9. Pricing Schedule/Volume/Termination Penalties.

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

10. Audit.

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

11. Customer Offering Mobile Check Delivery Application.

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

(a) Customer will only send images of Checks that are made payable to Customer.

(b) Customer has established internal controls and procedures relating to Checks delivered to it through an Application, to comply with the requirements of these Service Terms.

(c) Customer's Clients are required to enter into the Customer's Application service terms and conditions or a similar agreement setting forth the Customer's Client's obligations and limiting the use of the Application for only original paper checks that are made payable to the name of the Customer. Such terms shall include the Customer Client's agreement that use of the Application constitutes their issuance and delivery of the Check to the Customer, and the Customer is a holder of the Check

(d) Customer prohibits use of the Application from OFAC prohibited countries.

12. Financial Institution Customer.

If Customer is a financial institution and the Checks are drawn on Canadian banks Customer agrees that the Bank will be the bank of first deposit for returns and chargebacks and the Bank is authorized to charge Customer's Account for any such return or chargeback including any related fees.

13. Online Adjustments Services.

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

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

CHECK PRINT SERVICE TERMS

V2.3_10_30_25

1. **Check Print Services.** The Bank will provide the Customer with check print services (the "Check Print Service") in accordance with these Service Terms. The provisions of the Bank's Account Terms governing the Customer's deposit accounts, including any accounts used to fund the purchase of cashier's checks created through the Check Print Service ("Funding Account"), are incorporated into these Service Terms by reference.

2. **Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). The Customer agrees that all Print Order requests are for payment of the Customer's own payment obligations and not for any third party obligations unless explicitly approved by the Bank. Print Order information shall include payee names and addresses. The Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders, unless the Customer has executed the required business associate agreement with the Bank. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms. The Customer agrees to unconditionally release, indemnify, and hold harmless the Bank against any and all liability loss or claim relating to the printing and delivery of Documents.

3. **Receipt of Print Orders.** The Customer shall transmit Print Orders to the Bank's designated location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. The Bank may reject any Print Order that does not comply with these Service Terms.

4. **Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be created; (b) cause a laser facsimile of the signature image provided by the Customer to be placed on the check; (c) if agreed upon, cause Documents to be printed and included with the check issuance; and (d) mail, send by courier or make available for download through the Bank's internet-based check solution along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances and agrees that the signature template that is provided to the Bank (even if provided in blank form) is the authorized signature of the Customer for the checks created under this Check Print Service.

5. **Digital Check Delivery.** The Bank reserves the right to provide a digital transmission of the check to the payee or payee's designated agent as an alternative to physical check printing and delivery. This digital transmission may include, but is not limited to electronic checks, or other digital formats as determined by the Bank. The Bank shall not be liable for any issues arising from the digital transmission of checks, including but not limited to delays, errors, or non-receipt by the payee, provided that the Bank has taken reasonable steps to ensure the successful transmission.

6. **Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone, or facsimile transmission.

7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.

8. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms, unless it is agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.

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

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

11. **Limitations.** The Customer agrees that it will not include any requests for conditions or restrictions in its Print Orders, and, if the Customer nonetheless adds a condition or restriction in its Print Order, the Bank is not required to comply with any such condition or restriction when paying the check. The Bank may pay any check resulting from a Print Order as if the condition or restriction was not on such check, and the Bank shall not be liable to the Customer or any third party for paying a check as if the condition or restriction was not on such check. The Customer also agrees to unconditionally release, indemnify, and

hold harmless the Bank against any and all liability loss or claim relating to the inclusion of a condition or restriction on a check in its Print Order.

ACH TAX PAYMENT SERVICE TERMS

V1.2_04_30_25

1. **Service.** Bank will provide a service (the "Service") whereby Customer can direct Bank, via touchtone telephone or internet platform, to make tax payments through the automated clearing house (ACH) system from an account with Bank that Customer specifies. Customer may use the service to pay:

- any federal taxes covered by the Federal Tax Deposit Coupons (Form 8109) that Customer has executed and delivered to Bank from time to time;
- certain state taxes; and
- certain municipal taxes.

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

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

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

3. **Tax Payment Security Procedures**.

(a) A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.

(b) This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.

4. **Open Network Access.** The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

5. **Funding.** Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to establish or revise maximum dollar limits

for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

6. **Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

   Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

   Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.

7. **Stop Payments; Reversals and Recalls.** Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.

8. **Payment Limits.** Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

9. **Limitation of Liability.** Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months. Customer will be responsible for monitoring and adhering to Internal Revenue Service or Electronic Federal Tax Payment Service requirements and timeframes applicable to its specific tax payments and Bank will have no liability or responsibility for any penalties or losses incurred by Customer resulting from Customer's non-compliance with such requirements.

10. **Incorporation of Account Documentation; Termination.** The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

REMOTE CAPTURE SERVICE TERMS

V1.4_07_21_23

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

1. Service

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

a. Customer agrees that after the Item Image has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.

b. Customer agrees that a copy made from the Item Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.

c. Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.

2. Processing

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

3. Deposit Time

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

4. Foreign Items

The Service only accepts and processes Items drawn on U.S. chartered banks, whose image originates within U.S. borders.

5. Warranties.

5.1 Customer represents and warrants to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;
- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not originate any use of the Service for any purpose outside the U.S. borders. Such origination includes, but is not limited to, the capture and transmission of check images from outside of the U.S.
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

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

7. Disclaimer.

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

8. Indemnification.

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

9. Customer Liability.

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

10. Suspension/Cancellation of Service.

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

11. Intellectual Property Ownership.

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

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

J.P. MORGAN TREASURY SERVICES ELECTRONIC CHANNELS SERVICE TERMS

V4.4_01_24_25

1. Service and Service Terms.

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

2. Security Procedures and Other Controls

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

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

2.2.1. **Access Online.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Online channel is validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), validation of a token code generated by a Bank issued or approved security device (which, for the avoidance of doubt, includes software and hardware used to generate "soft tokens" on a mobile device)("**Security Device**") assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

2.2.2. **Access Mobile.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Mobile channel is (i) validation of the registration with the Bank of the mobile device used in the transaction, biometric identity verification of the Authorized User by a Bank-issued or approved method, entry of an accompanying PIN of an Authorized User (as defined in Section 2.6 below) and transaction review as specified in Section 2.5; (ii) validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by a Security Device assigned to that Authorized User and transaction review as specified in Section 2.5 or a combination of three or more factors in (i) and (ii).

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

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

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

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

2.4. **Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.

2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").

2.4.2. **Certificate Procedures and Requirements**. The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.

2.4.3. **API Token Procedures and Requirements**. The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.

2.5. **Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.

2.6. **Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.

2.7. **Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.8. **Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.

2.9. **Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS

THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE, WITHOUT DELAY OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks and liabilities associated with the operation, performance and security of its System and the use of the Internet or other open networks, failure or use of Customer's or third party equipment, hardware, browsers, operating systems and/or other software or programs, and services or persons outside of the Bank's control, and the Bank disclaims all such risks. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses arising, directly or indirectly, from the Customer's use of Customer's or third-party software or program. The Bank may in its discretion provide training or information on best practices to the Customer from time to time but in so doing it will not be considered a consultant or advisor with respect to cybersecurity.

4. Instructions; Data

4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions given to the Bank's in the Customer's name and verified through the applicable Security Procedure.

4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

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

6. Miscellaneous

6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction set forth in the attached Exhibit shall apply to the use of the Service by such Authorized Users.

6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).

6.3. All disputes relating to or in connection with these Service Terms solely arising outside the United States shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises solely in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English, except that (a) disputes solely between a Customer domiciled in the People's Republic of China and JPMorgan Chase Bank (China) Company Limited shall be submitted to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration in accordance with its rules in effect at the time an application is made, with the place of arbitration being Beijing and the arbitration being conducted in English; and (b) disputes involving a Customer domiciled in Taiwan shall be irrevocably submitted to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile

7.1. Accepting use of the Bank's SMS text notification service and/or Access Mobile channel constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications.

7.2. Authorized Users may be required to accept an application agreement or license in order to download Access Mobile. The Customer acknowledges that the Account Documentation shall in all cases govern the provision of these services.

7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.

EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

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

B. People's Republic of China (PRC)

The Customer can access the Access Online channel via the URL: https://access.jpmorgan.com/. In terms of emergency or any other questions in relation to its access or use of the website or the Service, the Customer may refer to the contact information on the website or contact its representative of the Bank.

C. Indonesia

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

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

D. Malaysia/Labuan

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

E. Republic of China (Taiwan)

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

F. European Union.

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

The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the data protection law. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services or via the Customer's use of such electronic banking services and via other correspondence or communications between the Customer and the Bank.

Details of the Bank's processing activities of personal data can be found in its EMEA Privacy Policy, which is available on the Bank's website at www.jpmorgan.com/privacy/EMEA. The Bank's EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws.

G. Abu Dhabi Global Market

The Bank may collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the applicable data protection laws, including the ADGM Data Protection Regulations 2021. Such personal data will be processed in accordance with the Bank's EMEA Privacy Policy, accessible through www.jpmorgan.com/privacy/EMEA. The Bank will only process the personal data as described in and for the purposes detailed in such EMEA Privacy Policy. The EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws, including the ADGM Data Protection Regulations 2021.

HEALTHCARE LINK SERVICE TERMS

V1.3_08_25_22

J.P. Morgan Chase Bank, N.A., which may include its designated affiliates and agents (the "**Bank**"), will provide to Customer the services (as elected by and applicable to Customer) described below as part of Bank's Healthcare Link℠ Service. The Bank reserves the right to modify the applications and products available via the service. The services are governed by these terms (the "**Service Terms**"), which incorporate the Bank's standard account terms and conditions governing the operation of business accounts and services as well as other applicable service terms, service guides or materials (the "**Account Documentation**"), as the same may be amended or otherwise modified from time to time. By acknowledging or signing the Account Documentation or by using or continuing to use the Services described herein, Customer agrees to these Service Terms. Capitalized terms used herein and not otherwise defined shall have the meaning specified in the Account Documentation. J.P. Morgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

1. **Service.** Bank will provide to Customer some or all of the services generally described below in connection with Bank's Healthcare Link℠ Service, all as elected by Customer and agreed to by Bank. The following shall be performed by Bank in accordance with its standard operating procedures applicable to the service(s) elected:

   A. **Remittance Data.** Bank may receive and process remittance information and related correspondence, both paper and electronic, for health care claims payments (by way of example, Explanations of Benefits or "EOBs" and Electronic Remittance Advices or "ERAs"). Remittance information for healthcare claim payments, whether received electronically or in paper format, may be referred to herein as "**Remittance Data**".

   B. **Payment Data.** Bank may re-associate payment data made to Customer by third party payers ("**Payment Data**") with Remittance Data.

   C. **Data Delivery.** Remittance Data and Payment Data (as applicable) may be made available electronically to Customer following processing by Bank. The format and timing of transmissions of Remittance Data and Payment Data will be as mutually agreed by Bank and Customer.

   D. **Web Presentment.** Bank may make Remittance Data and Payment Data available to Customer via a web interface.

   E. **Workflow Services.** Bank may make additional services available through a web interface that will allow Customer to perform certain agreed online remittance management activities or other workflow-related tasks such as management of denials, reconciliation and/or secondary claim submission.

2. **Data Retention.** Images of checks and documents will be retained for the period of time mutually agreed to by Bank and Customer; provided, that in no event shall such time period exceed Bank's then-current standards for data retention.

3. **Security.** Bank will specify security procedures ("**Security Procedures**") for receiving and accessing Remittance Data and Payment Data and for accessing online services. Customer will comply with the Security Procedures, as the Bank may revise the same from time to time.

4. **Third Party Provider of Customer.** In situations where Customer has requested that Bank work with Customer's third party provider ("**Customer's Agent**") in connection with the services elected by Customer: (a) Customer is responsible for all actions taken or not taken by Customer's Agent and Customer is responsible for all costs and expenses of Customer's Agent; (b) Customer agrees to cooperate with Bank regarding any request for information concerning Customer's Agent, though Customer also agrees that Bank has no responsibility or obligation to inquire as to the authority of Customer's Agent or with regard to any action taken or not taken by Customer's Agent on Customer's behalf; (c) Customer hereby authorizes Bank to communicate directly with and provide information and data directly to and to receive information and data directly from Customer's Agent on any and all matters related to the services provided on behalf of or for the benefit of Customer; and (d) Customer shall notify Bank immediately if Customer suspects or becomes aware of any activity or transaction of Customer's Agent that Customer believes may be of an illegal or illegitimate nature.

5. **Other Service Providers.** Nothing express or implied in these Service Terms prohibits Bank from performing the services itself, through an affiliate or by contracting with a third-party contractor to assist Bank in the performance of the services hereunder including, without limitation, an affiliate or third-party contractor located outside of the United States of America. Bank may add or change subcontractors at any time without notice. Bank may terminate the services, including the ability of Customer to access images of checks and documents as provided herein, if any third-party processing agent ceases to provide some or all of the processing or performance of the services being provided under these Service Terms.

6. **Accuracy; Legibility.** Customer will provide and ensure that Customer's Agents provide the information determined by Bank to be necessary to satisfy its responsibilities under these Service Terms in a format required by Bank. All information shall be provided to Bank in the time and in the method required by Bank. Bank shall assume that all such information provided to Bank by Customer, Customer's Agent(s), another processing area of Bank (for example, Bank's lockbox processing area) or any other third party (for example, an insurance company or other payer) is complete and accurate, and Bank is under no duty to question the completeness or accuracy of such information. Customer acknowledges that Bank cannot perform its duties under these Service Terms without complete, accurate and timely information and that Bank shall have no liability to Customer as a consequence of incomplete, inaccurate and/or untimely information provided to Bank.

RECEIVER SERVICES (eLOCKBOX) SERVICE TERMS V1.3_02_26_26

1. Services

JPMorgan Chase Bank, N.A. (the "Bank") will provide the Customer with a Service (the "eLockbox Service") which will enable the Customer to electronically receive (a) payments or remittances owed or payable to the Customer by consumers or other third parties, (b) home banking payments, and (c) payments made by a federal agency, department or instrumentality (collectively, "Electronic Payments") and to receive detail information respecting the Electronic Payments. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services as well as other applicable service terms (collectively, "Account Documentation") are incorporated into these Service Terms by this reference. By signing the applicable Account Documentation or by using or continuing to use the eLockbox Service, the Customer agrees to these Service Terms. Unless otherwise defined in these Service Terms, capitalized terms used in these Service Terms shall have the same meanings as in the Account Documentation.

2. Networks

Electronic Payments may be received through MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., Automated Clearinghouse ("ACH") payment system and other funds transfer delivery channels or proprietary networks (collectively referred to as the "Networks"). The Networks provide electronic funds transfer delivery channels which perform routing and settlement for previously captured and authorized Electronic Payments originated from participants' bill payment systems to member financial institutions. Bank is a participating member financial institution of the Networks as a receiving institution.

3. Compliance with Rules

With respect to Electronic Payments and data received through the ACH system, the Bank and the Customer will comply with and be bound by the Operating Rules of Nacha and the applicable regional ACH (collectively, the "Rules") as in effect from time to time, including without limitation, the provision thereof making payment of an ACH Credit Entry (as such term is defined in the Rules) by the Bank to the Customer provisional until receipt by the Bank of final settlement for such ACH Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the Bank will be entitled to a refund from the Customer of the amount credited. With respect to Electronic Payments and data received from other Networks, Customer acknowledges that the Bank's services hereunder are subject to the rules and regulations of the Networks as amended from time to time and that Customer and the Bank will be bound by such rules and regulations. With respect to Electronic Payments and data originated by a Federal agency, department or instrumentality ("Federal Agency"), (a) the Bank and the Customer will comply with all U.S. Treasury and other governmental rules and regulations applicable to such Electronic Payments and (b) the Customer represents and warrants that the Customer is authorized to receive the Electronic Payments from such Federal Agency.

4. Processing of Electronic Payments

(a) The Customer will test with the Bank as the Bank deems necessary to enable the Customer, the Bank and the Networks to process the Electronic Payments and transmit the Data (as defined in Section 5(a)

(b) The Bank will credit to a demand deposit account maintained by the Customer at the Bank (the "Designated Account") each Electronic Payment received by it as to which the accompanying data indicates that such Electronic Payment is to be credited to the Designated Account. Except as otherwise provided in this Section, each such Electronic Payment will be credited to the Designated Account on the later of the payment date/effective entry date specified in such data or the date on which such Electronic Payment and the related Receiver Information are received by the Bank. If any payment is received by check, the Bank will forward such check to the Customer for processing.

(c) Once the Bank has credited the Designated Account, the Bank will have no further obligation to post payments to any other account, subaccount or ledger or to apply or reconcile further payments by using any eLockbox numbers provided to Customer by Bank or otherwise. If Customer is receiving Electronic Payments on behalf of its customer or other counterparty, Customer will be solely responsible for funding or settling with such Counterparty or otherwise further applying incoming payments, and the Bank will have no responsibility therefor.

(d) The Bank may reverse any transactions posted to the Designated Account or otherwise debit the Designated Account (i) if it determines such posting was made in error and that Customer was not entitled to the funds posted and/or (ii) for funds due from the Customer to the Network operator or sender in connection with a transaction processed through the Network, including funds credited by the Network operator or sender to the Designated Account in error.

5. Transmission of Data

(a) On each banking day, the Bank will deliver to the Customer by means of computer transmission, secure e-mail or other agreed upon method, a report (the "Daily Report") setting forth the data received in respect of the Customer and the Electronic Payments from the Networks, Federal Agency or other originator ("Data"). The Data will be extracted by the Bank from the information contained in the detail records supplied to the Bank by the Networks, Federal Agency or other originator and the Bank will have no liability or responsibility for any inaccurate, incomplete or non-current Data which was obtained from such detail records.

(b) The Customer shall provide the Bank with all data necessary for the Networks, Federal Agency or other originator to process the Electronic Payments. In addition, Customer shall provide the Bank with all specifications deemed necessary by the Bank for transmission of Data to Customer, including without limitation, file format, account number ranges and settlement account number at the Bank.

(c) The Customer must review all remittance information received from the Bank and must inform the Bank as soon as possible, and in any event not later than 48 hours after receipt thereof, of any incorrect or questionable information identified therein. The Bank will transmit information to the Networks, Federal Agency or other originator when Customer informs the Bank that it is unable to identify remittance information as described in the preceding sentence.

6. Other Invoice Data From Bill Payment Concentrators

The Bank agrees to receive, on behalf of the Customer, direct electronic sends of billing and invoice data from certain bill payment concentrators (the "concentrators") of the Customer. The Bank's sole responsibility with respect to this concentrator billing and invoice data is to transmit the data to the Customer. Customer acknowledges and agrees that the Bank will not submit these billing and invoice items from the concentrators into the RPPS, the ACH, the Networks or any other settlement service for payment or settlement. In the event that Customer seeks to correct any data relating to this invoice data or to initiate a refund to the concentrator or its end-users relating to these invoices, Customer will need to independently contact the concentrator to handle such refund or correction. Bank will not be responsible for assisting Customer with such refunds or corrections.

7. Additional Terms Relating to Receipt and Processing of Electronic Payments that are Federal Benefit Payments

(a) The terms and conditions set forth in this Section 7 apply to any and all Electronic Payments received from a Federal Agency that are "Benefit Payments," as such term is defined in Section 210.2(h) of 31 C.F.R Part 210 (Federal Government Participation in the Automated Clearing House) (the "Fed ACH Regulation"). Without limitation of the foregoing, Benefit Payments include payments for a Federal entitlement program or for an annuity, including, but not limited to, payments for Social Security, Supplemental Security Income, Black Lung, Civil Service Retirement, Railroad Retirement annuity and Railroad Unemployment and Sickness benefits, Department of Veterans Affairs Compensation and Pension, and Worker's Compensation.

(b) The Customer represents, warrants and covenants to the Bank as follows with respect to Benefit Payments received for credit via ACH to the Customer's account: (i) each such payment received and not returned by the Customer is for a payment to a natural person who is entitled to receive the benefit of the Benefit Payment (such person hereafter called a "Beneficiary"); and (ii) all information provided by the Customer to the Bank pursuant to this Section 7 is true and accurate in all respects.

(c) Upon learning of the death of any Beneficiary, the Customer will promptly notify the Bank, by means of email to the Customer's customer service officer at Bank and the Bank's ACH reclamations mailbox. If a death certificate has been furnished to the Customer, the Customer will provide a copy thereof to the Bank concurrently with providing such notification of death or upon receipt of the death certificate. From and after the time when the Customer learns of the death of a Beneficiary, the Customer will not return the funds to the federal government and will secure the amounts of any Benefit Payments thereafter received for such Beneficiary and will not allow such amounts to be withdrawn from the Beneficiary's account or other account into which such funds were deposited for a minimum of 180 business days.

(d) The response to any Notice of Reclamation (as such term is defined in the Fed ACH Regulation) received by the Bank with respect to Benefit Payments previously credited by the Bank to the Customer in respect of a Beneficiary will be completed and certified by the Bank and returned to the relevant source. In connection with any such Notice of Reclamation, the Customer and Bank will have the following obligations:

i) The Bank will notify the Customer of the specific post-death Benefit Payments that are being reclaimed in the Notice of Reclamation and the date of death listed on the Notice of Reclamation. If the Customer is in possession of a death certificate that provides a different date of death, the Customer shall inform the Bank of the date and provide such death certificate to the Bank.

XIII.

ii) The Customer will immediately upon receipt of the notification in i) above secure all post-death Benefit Payments in its Designated Account or in the Beneficiary's account(s) and the Customer will inform the Bank of the amount thereof.

XIV.

iii) The Bank will send the Notice of Account Owners (a part of the Notice of Reclamation) to the Customer and the Customer will send such notice to the accountholder's last known address.

XV.

iv) The Customer authorizes the Bank to debit the Designated Account for the amount of held post-death Benefit Payments in the Designated Account and/or the Customer's account(s)

XVI.

v) If none or only some payments are available for reclamation, the Customer will provide the name and address of the withdrawer from the Customer's account(s) so the Bank can include such information in the Notice of Reclamation.

XVII.

vi) All communications from the Customer to the Bank shall be sent to the ACH reclamations mailbox specified by the Bank.

XVIII.

(e) In the event that the Bank's account at the Federal Reserve is charged at any time for part or all of the amount set forth in any Notice of Reclamation relating to the Beneficiary, or if the Bank otherwise must remit any amount to the U.S. Treasury or a Federal Agency in respect of Benefit Payments previously received by the Customer or Beneficiary, the Customer will be responsible for repaying the Bank in the amount of such charge and Bank will debit the Designated Account in an equivalent amount. The Customer agrees to have good and sufficient funds in the Designated Account to cover any such debit.

(f) The obligations set forth in this Section 7 shall survive the expiration or termination of these Service Terms and the closure of the Designated Account and any Beneficiary account

J.P. MORGAN CONCOURSE™ SERVICE TERMS

V2.0_03_18_26

The Customer has opened and maintains a deposit account with JPMorgan Chase Bank, N.A. and/or one or more of its affiliates or subsidiaries (the "Bank") and the Bank will provide the Customer with a Service on such deposit account which (i) provides a Bank hosted platform and/or connectivity designated for this Service, enabling the Customer to initiate payments to, or receive payments from, Counterparties (as defined herein), (ii) enables the Customer to receive related reports, notifications and other information related to such payments, and (iii) under which the Bank will collect certain payment related information from Counterparties (the "Payment Information") (including for example details of the bank account which a Counterparty wishes to use) on the Customer's behalf (the "Concourse Service"). The provisions of the account documentation, including terms and conditions governing the operation of business demand deposit accounts and services (the "Account Terms") and the J.P. Morgan Treasury Services Electronic Channels Service Terms (the "Channels Terms"), as well as other applicable service terms (collectively, "Account Documentation") are incorporated into these Service Terms by reference. By acknowledging or signing these Service Terms or by using or continuing to use the Concourse Service, the Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used herein and not otherwise defined in the body of these Service Terms shall have the meanings specified in the Definitions Section hereof or in the Account Documentation.

1. **Available Services: General.** Certain aspects of the Concourse Service may be available in different jurisdictions. Bank has advised and will advise Customer which functionalities and Payment Methods are available to the Customer under this Service. Customer will instruct the Bank to process payables or receivables in accordance with these Service Terms on their Account(s), as further set forth below. A Counterparty will, if necessary under applicable law and/or the request of Customer, be required to Register in order for the Bank to process payments in accordance with these Service Terms, and the Customer understands that a Counterparty may choose not to Register or may cancel an existing Registration at any time, in which case the Bank may not be able to provide all functionalities under the Concourse Service to the Customer with respect to the Counterparty. For the avoidance of doubt, when providing the Concourse Service, the Bank acts on behalf of the Customer, not the Counterparty, including when receiving information from the Counterparty.

2. **Receivables/Pay-Ins.** The Customer may use the Concourse Service to initiate a Transaction(s) from a Counterparty to the Customer using the Technology. In the jurisdictions where this is available, the Customer may opt to charge a Counterparty Fee (as hereinafter defined) for the Transaction. The Counterparty may be notified by the Customer using the Concourse Service that payment is requested for a bill or invoice by sending a Payment Request. The Counterparty may choose to accept or decline a Payment Request. Processing of the Payment Request will commence once the Counterparty has completed Registration (if and as required) and authorized a payment to the Customer by means of an Electronic Payment using a Payment Method.

3. **Payables/Pay-Outs.** The Customer may use the Concourse Service to initiate a Transaction or series of Transactions from the Customer to a Counterparty using the Technology and, if applicable, by instructing the Bank to send a Payment Offer to the Counterparty.

   3.1 **Timeframe.** The Customer must specify a timeframe within which the Counterparty may accept the Payment Offer.

   3.2 **Acceptance.** The Counterparty may choose to decline a Payment Offer or (after Registering, if required) accept it by providing an Authorization. If the Payment Offer is not accepted within the timeframe determined by the Customer, that Payment Offer will expire. Once a Payment Offer expires, the Counterparty will no longer be able to accept or decline that Payment Offer. Processing of the Transaction will commence once the Counterparty has Registered (if required) and provides an Authorization that applies to the Transaction for the first time or, where the Counterparty has already provided an Authorization that applies to the Transaction, the Customer initiates a payment; this is also when the Customer's Payment Offer is deemed received by the Bank.

   3.3 **Currency.** The Customer's Payment Offer may state that it will make a Transaction to the Counterparty at a default currency amount, or at an alternative amount in another currency (a "Multiple Currency Payment Offer"). The alternative amount will be as determined in accordance with the rates, and after deduction of fees, for currency conversion as agreed between the Bank and the Customer in the Account Documentation. If the Customer makes a Multiple Currency Payment Offer, the Counterparty may use the Counterparty Channel to nominate the currency it wishes to receive the Transaction in (the "Preferred Currency") and the Bank will process the Transaction on behalf of the Customer in the Preferred Currency in accordance with this clause 3.3 and the Account Documentation. A Multiple Currency Payment Offer is deemed received by the Bank once the Counterparty has confirmed the Preferred Currency. However, the Bank will not process a Transaction, or be treated as having received the Customer's Payment Offer, unless the relevant requirements above have also been met. Where a Multiple Currency Payment Offer covers future payments as well as an initial payment, future payments will be in the Preferred Currency (as nominated by the Counterparty from time to time) as determined in accordance with this clause 3.3.

   3.4 **Cancellation.** The Customer may cancel a Payment Offer at any time before the Counterparty has accepted it in which case the Counterparty will no longer be able to accept that Payment Offer or provide a related Authorization. See below Section concerning Cancellation or Modification, for additional details.

4. **Counterparty Channels.** The Customer may utilize interfaces made available by the Bank ("Counterparty Channels") to facilitate interactions with the Counterparty. Counterparty Channels may include a secure connectivity channel embedded into the Customer's website ("Embedded Channel"), an online and/or mobile website and if separately agreed, a phone-based Call Center. The Counterparty Channels may only be used for Registration, Authorization and for other purposes specified in these Service Terms or by the Bank relating to the processing and service of a Transaction, including

collecting Personal Information from the Counterparty. The Customer may be offered the ability to customize the appearance and/or function of the Counterparty Channel in order to adhere to Customer branding requirements, including the use of the Customer's name, logo and/ or associated brand marks.

5. **Transaction Processing/Payment Methods.** The Customer may provide the Counterparty with the option of one or more Payment Methods to complete a Transaction. If the Counterparty completes Registration and authorizes a Transaction, the Bank will process the Transaction using the Payment Method selected by the Counterparty, as applicable. Payment Methods may include those set forth in this Section, and others made available by the Bank from time to time. Bank has no obligation to make any specific Payment Method available. Additional Service Terms may be required for certain Payment Methods; in the event of any conflicts between such Service Terms and these Service Terms, these Service Terms will apply, but only with respect to the Customer's use of the Concourse Service.

5.1 **Bank Account Processing.** If the Counterparty chooses to make a Transaction through a bank account, the Bank will, subject to these Service Terms, initiate debit or credit entries to the checking or savings accounts of the Counterparty.

5.2 **Paper Check Processing.** All Paper Check Payments shall be governed by the Check Print Service Terms.

5.3 **Push to Card (U.S. and CANADA ONLY)**. All Push to Card Payments shall be governed by the Push to Card Service Terms.

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5.4 **Virtual Card (U.S. ONLY)**. All Virtual Card Payments shall be governed by the Virtual Card Service Terms.

5.5 **Prepaid Card (U.S. ONLY).** All Prepaid Card Payments shall be governed by the Prepaid Card Service Terms.

5.6 **Card Processing and Card-based Digital Wallet Accounts (AS AVAILABLE IN SELECT JURISDICTIONS).** If the Counterparty chooses to make a Transaction using a Card, such Transactions will be submitted to and processed by the Merchant Processor according to its formats and procedures. In processing and transmitting Transactions through Cards, the Bank's sole responsibility will be to transmit the Transaction information to the Merchant Processor. The Bank will have no responsibility for applying any payments to a Counterparty's Card account or for any other credit card processing functions, nor will the Bank have any responsibility for any action or inaction of the Merchant Processor.

5.7 **Stored Value Digital Wallet ("SVDW") Processing (AS AVAILABLE IN SELECT JURISDICTIONS).** If the Counterparty chooses to make a Transaction using a SVDW Account, such Transaction will be submitted to and processed by the SVDW Provider in accordance with its terms and conditions. The SVDW Provider will be responsible for transferring value to or from the Counterparty's SVDW Account and for any reversals, recalls or returns in connection therewith, and the Bank will have no responsibility thereof. Once the Transaction is authorized, the SVDW Provider will send an acknowledgment to the Bank indicating processing of the Transaction. In processing and transmitting Transactions through the SVDW Provider, the Bank's sole responsibility will be to transmit the Transaction information to the SVDW Provider. The Bank will have no responsibility or liability for any acts, omissions, delays or errors by the SVDW Provider, including without limitation any failure to complete or delay in completing the Transaction or any losses relating to fraud, data breach or data security of the SVDW Provider. The availability of a SVDW Provider as a means for a Counterparty to complete a Transaction shall not be deemed an endorsement or recommendation of such SVDW Provider. No SVDW Provider shall be found to be an agent or service provider of the Bank.

5.8 **Counterparty Fees (U.S. and CANADA ONLY).** Customer may affirmatively "opt-in" to charge convenience fees, service fees, processing fees, surcharges or other similar platform fees (collectively, "Counterparty Fee(s)") to the Counterparty in relation to the Concourse Service. Customer acknowledges that it was given the option by the Bank to not charge Counterparty Fees, and that it voluntarily, and in its sole discretion, elected to charge such Counterparty Fees. The Bank is not responsible for evaluating the legality of the Counterparty Fees.

5.8.1 Concourse may initiate a separate transaction for the collection of the Counterparty Fee, and will submit the transaction to the Bank or through the networks, as applicable.

5.8.2 Counterparty Fees will either be retained by the Bank, or the Customer, as mutually agreed upon by the Parties.

5.8.3 The Party retaining the Counterparty Fee shall be responsible for obtaining any necessary consents, and issuing any required disclosures to Counterparties and for paying any applicable fees and taxes related to the Counterparty Fees.

5.8.4 The Customer acknowledges that certain state or provincial laws may prohibit and/or impose restrictions on the assessment of Counterparty Fees added to credit card transactions. It is the Customer's responsibility to comply with all Applicable Laws in connection with its decision to add fees to the total amount Customer is collecting from its Counterparties.

6. **Settlement and Settlement Account.** The Customer authorizes the Bank to debit and credit (as applicable) a designated account of the Customer held with the Bank in connection with the processing and settlement of Transactions ("Account").

7. **Chargebacks/Returns/Reversals.** The Customer shall be responsible if any Transaction for which the Customer or any Counterparty has been given provisional credit is the subject of a chargeback, return or reversal, or if final settlement is not received by the Bank or Merchant Processor for any

reason. In such event, the Bank will chargeback the amount to the Customer's account or claim a refund from the Customer. The Bank will credit the amount of any returned Transaction to the Customer's designated account upon receipt by the Bank of settlement and after any applicable resubmissions are completed.

8. **Cancellation or Modification.** Once a Payment Request or Payment Offer has been issued to a Counterparty, the Customer may request to cancel or modify any Payment Request or Payment Offer prior to the time the Counterparty has Authorized or declined such Payment Request or Payment Offer. The Bank will endeavor to act upon such cancellation or modification request.

9. **Security Procedures for Customer Transaction Instructions and Other Information.** All Instructions transmitted by the Customer to the Bank shall be verified in accordance with the Security Procedures set forth, and as defined in, the Channels Terms. Controls unilaterally implemented by the Bank shall not be deemed to be Security Procedures for purposes hereof unless explicitly identified as such in writing. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank, as well as any subsequent modification made by the Bank to such procedures and requirements that are designed to strengthen the Security Procedures.

10. **Security Procedures for Authenticating Counterparties.**

10.1 The Bank shall make available reasonable security measures for verifying the identity of Counterparties that access a Counterparty Channel or Embedded Channel, as applicable, including the following:

(a) Authentication of a Counterparty by the Customer prior to the user accessing a Counterparty Channel ("Session Transfer");

(b) A challenge question that the Counterparty will be required to answer prior to submission of Transaction, if applicable; and

(c) Use of one or more services that provide account ownership authentication.

10.2 For certain Payment Methods specified by the Bank, the Customer will be required to implement at least one of the foregoing procedures in this Section or (to the extent appropriate and in accordance with the Applicable Law) sign a waiver in a form specified by the Bank ("Waiver"). The Customer agrees that any information that has been verified through one or more of the applicable security procedures set forth in this Section (or processed pursuant to an executed Waiver, as applicable) shall be effective and binding on the Customer, whether or not authorized by the Customer or the Counterparty, and notwithstanding that any resulting Transaction may result in an overdraft of an Account.

10.3 The Customer agrees to indemnify and hold the Bank, its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) ("Losses") arising directly or indirectly from the Bank receiving and acting on any information through the Counterparty Channel or Embedded Channel (as applicable) that was not authorized by the Counterparty save to the extent that such Losses arise as a direct result of the Bank's gross negligence, fraud, or failure to implement or maintain reasonable security measures for authenticating the Counterparty on the Counterparty Channel or Embedded Channel (as applicable).

11. **Obligations of the Customer.** In connection with the Concourse Service, the Customer shall have the following obligations:

(a) The Customer shall provide the Bank with all information and materials reasonably necessary for Bank to implement the Concourse Service for use by the Customer.

(b) If the Customer is using the Concourse Service to initiate a Transaction, the Customer will provide the Bank with appropriate and sufficient information in connection with that Transaction including any Personal Information requested by the Bank, such as the name, email address, phone number, and mailing address for each Counterparty and any other information agreed upon by the Bank and the Customer from time to time (the "Counterparty Information"). The Customer shall provide the Counterparty Information in a format and through a secure channel acceptable to the Bank, using such security procedures as the Bank may prescribe. The Customer is solely responsible for providing all applicable notices (including privacy notices, if applicable) to the Counterparty, and obtaining all required consents and authorizations to permit the sharing of Counterparty Information with the Bank, and its agents and vendors if applicable, and the Bank, and its agents and vendors if applicable, subsequent processing of same. The Bank may reject or delay processing of the Counterparty Information if the Counterparty Information is incomplete or otherwise does not meet the standards the Bank reasonably specifies for acceptance. The Customer will promptly notify the Bank of any changes to any Counterparty Information provided by the Customer to the Bank. The Counterparty Information may be accompanied or followed by instructions setting forth the payment amount for each Transaction and such other information as the Bank reasonably requires to enable the Bank to issue Payment Requests and/or Payment Offers to Counterparties, as applicable, including without limitation such evidence of authority for the Payment Request or Payment Offer as the Bank may require. The Bank may reject or delay processing of a Transaction if the Customer's instructions are not complete or otherwise do not meet the standards the Bank specifies for acceptance; the Bank will notify the Customer of any instructions that the Bank does not accept. All instructions provided under this Section shall be electronically delivered to the Bank in a secure, encrypted, or password protected format, acceptable to the Bank, using the security procedures referenced in these Service Terms.

(c) Except as otherwise provided below, the Customer (as the originator of each Transaction) authorizes the Bank to obtain an Authorization on the Customer's behalf from each Counterparty when the Counterparty uses a Counterparty Channel, as applicable.

(d) When the Counterparty does not use a Counterparty Channel, but instead directly provides the bank account or Card details to the Customer, the Customer shall obtain the Authorization from each Counterparty.

(e) The Customer shall execute any additional documents related to payment processing by Merchant Processor as provided by the Bank, as applicable.

(f) The Customer shall maintain the Customer's own channels required to utilize the Service, including, but not limited to, website, mobile application as well as any related links, URLs, APIs and Session Transfer capabilities between the Customer's channels and the Concourse Service, as applicable.

(g) The Customer shall procure and maintain, at its sole expense, all hardware, software and telecommunications equipment necessary to access and use the Service, including any updates or upgrades required by the Bank for the Service.

(h) The Customer shall use commercially reasonable efforts to ensure that the Customer and its vendors, if applicable, cooperate fully with the Bank to achieve interoperability of the Technology and Service with the Customer's or vendor's hardware and software. The Bank will have the right to, at its discretion, reject any data that it reasonably believes will interfere with the ability of the Technology or Service to process data in accordance with these Service Terms.

(i) The Customer acknowledges that the Bank's customer is the Customer and no Counterparty shall be considered a customer of the Bank for any purpose, unless that Counterparty is already a customer of the Bank in the ordinary course. The Customer agrees that the Bank may solicit feedback or comments from the Customer or Counterparties relating to their experience using the Concourse Service.

(j) The Customer shall maintain the confidentiality of any passwords, codes, digital certificates, security devices and related instructions for use of the Service, which may be revised from time to time upon notice to the Customer, and if the Customer believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Customer shall promptly notify the Bank and advise the Bank as to the effect of the security breach and the corrective actions being taken to restore or verify security.

(k) The Customer shall ensure that the Counterparties promptly notify them of any security breaches of the Counterparty Channel.

(l) If the Customer wishes for the Bank to take an action regarding the Counterparty Channel, the Customer shall instruct the Bank on such actions as it deems necessary. Reasons behind such requests for Bank action may include, but are not limited to, if the Customer becomes aware of or reasonably suspects any unauthorized access to the Counterparty Channel or if the Customer believes or suspects that any related information or instructions have been accessed by unauthorized persons. It should be noted, that, at all times, the Customer is able to take any such action to the Counterparty Channel it deems appropriate, in its discretion, and in accordance with applicable laws, without such instruction to the Bank. For the avoidance of doubt, in case the Customer becomes aware of or reasonably suspects any unauthorized access to the Counterparty Channel or if the Customer believes or suspects that any related information or instructions have been accessed by unauthorized persons, the Customer shall either (i) take action to the Counterparty Channel or (ii) instruct the Bank to take an action in accordance with this section.

(m) Customer directed stylistic changes to a Counterparty Channel including, but not limited to, text/font, background and foreground colors must adhere to Web Content Accessibility Guidelines (WCAG) 2.0 AA accessibility guidelines.

(n) The Customer shall maintain reasonable sanctions policies, procedures and/or controls reasonably designed to ensure that no Counterparty is subject to sanctions under Applicable Laws.

12. Obligations of the Bank. In connection with the Concourse Service, the Bank shall have the following obligations:

(a) The Bank shall provide the form of Authorization and Terms and Conditions to a Counterparty when a Counterparty uses a Counterparty Channel to initiate / Authorize (as applicable) a Transaction. The Counterparty is presented with the Authorization and Terms and Conditions as a condition prior to initiating / Authorizing (as applicable) a Transaction.

(b) The Bank will manage the Registration of Counterparties on the Counterparty Channels, the sending of notifications to Counterparties, and the processing of Instructions by the Customer, as applicable.

(c) The Bank shall comply with all Applicable Laws as provider of the Concourse Service.

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

(a) The Customer shall be solely responsible for compliance with all Applicable Laws and, as appropriate, the terms of the applicable Account Documentation, in connection with the Customer's use of the Concourse Service and any features or functionalities related thereto, and the Bank does not provide legal, regulatory or compliance advice regarding the Customer's use of the Concourse Service or any features or functionalities related thereto;

(b) The Counterparties (i) are not subject to sanctions under Applicable Laws, and (ii) reside in a Permitted Jurisdiction;

(c) Notwithstanding the data protection warranties in these Service Terms, the Customer has obtained all relevant Authorizations and consents from the Counterparty as required to permit the sharing of Counterparty Information (including Personal Information) with the Bank and the Bank's subsequent processing of the same;

(d) The Customer has established all legal rights necessary, including consent where required, to provide to the Bank with Personal Information for the Bank to process for the purposes set out in these Service Terms;

(e) Each Counterparty has provided express consent for the Bank and its agents and vendors to send email and text messages, including those sent via automatic or automated dialing technology, for informational and servicing purposes to such Counterparty at the telephone number and email address that such Counterparty has provided to the Customer;

(f) The Customer has verified that the Counterparty's phone number has not been disconnected or reassigned before the Bank sends the text message; and

(g) The Customer agrees to indemnify and hold the Bank, its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising directly or indirectly from the Customer's breach of any representation, warranty or covenant under these Service Terms.

14. Intellectual Property Ownership.

14.1 Technology. Subject to the terms and conditions herein, the Bank grants the Customer a non-transferable, non-exclusive, non-assignable limited license to use the Technology for Customer's use only. Customer will not transfer, sublicense, publish, rent, assign, time-share, lease, convey, copy, translate, convert to another programming language, decompile, disassemble, reverse engineer, modify or change the Technology or any component thereof for any purpose under any circumstances, except as permitted herein. Customer will not disclose or distribute to any other person or party, or allow any other person or party to access, inspect or copy the Technology, including any component of the platform and related data. Unless otherwise expressly agreed to in writing, Customer shall not remove or modify any disclaimer, copyright or trademark notice contained in any component of the Technology or Concourse Service or in anything copied or downloaded therefrom. Customer shall not use the Technology in a manner which would violate this license or infringe the proprietary rights of the Bank or others or violate the laws, tariffs or regulations of any country. Customer agrees not to disclose to any other party and to keep confidential all of the Technology and all information contained in or related to the Technology and related documentation. The Technology constitutes commercially valuable proprietary property and trade secrets of the Bank and its licensors. The Bank and its licensors reserve all title and full ownership rights and interests in the Technology subject to the provisions herein.

14.2 Trademark. The Bank hereby grants the Customer a non-exclusive, non-assignable, non-transferable, non-sub licensable, revocable right ("Trademark License") to display the J.P. Morgan or Chase Logo: (a) in a form to be provided by the Bank; (b) solely on the Customer's internet website; and (c) solely in connection with the Customer's use of the Concourse Service as described in these Service Terms (the "Permitted Purpose"). Customer will use the J.P. Morgan or Chase Logo solely in accordance with Bank's brand guidelines, available at www.jpmorganbrand.com. Upon Bank's request, the Customer will: (i) submit to the Bank for prior approval all proposed uses of the J.P. Morgan or Chase Logo; and (ii) provide to the Bank samples of all uses of the J.P. Morgan or Chase Logo and any other documents or information which may permit the Bank to determine if the Customer's use of the J.P. Morgan or Chase Logo meets quality standards and specifications and directions supplied or approved by the Bank. The Customer shall not incorporate the J.P. Morgan or Chase Logo, any derivative of the J.P. Morgan or Chase Logos or any mark which is similar to the J.P. Morgan or Chase Logo, into Customer's name, and shall not use the J.P. Morgan or Chase Logo or any mark similar to the J.P. Morgan or Chase Logo, in the promotion of any products or services other than as authorized under this Service Terms or in the promotion of any individual or entity other than J.P. Morgan or its affiliates. Ownership of the J.P. Morgan or Chase Logo and the goodwill relating thereto shall remain vested in the Bank both during the period of these Service Terms and thereafter. Any use of the J.P. Morgan or Chase Logo by the Customer shall inure to the benefit of the Bank. The Trademark License granted pursuant to this Section shall terminate immediately upon the termination of these Service Terms or as otherwise specified by Bank, for any reason, with or without cause. Upon such termination, Customer shall discontinue all use of the J.P. Morgan or Chase Logo. The Customer grants the Bank a non-exclusive limited license to use the Customer's name, trademarks, service marks, symbols, logos, domain names and trade names, as applicable, for use in connection with the provision of the Concourse Service.

15. Reliance on Information; Memo Fields.

(a) Without limitation of the foregoing, the Bank is authorized to rely on the content, accuracy and completeness of all information and data received from the Customer or received from any Counterparty (or purported Counterparty), including but not limited to any bank account details provided to the Bank for purposes of Transactions. The Bank will not be liable for any loss or damage arising out of the inaccuracy thereof, including any errors in the Counterparty Information and any resulting erroneous Transactions. The Customer shall be solely responsible for the security and integrity of all such information and data supplied or transmitted to the Bank including during transmission to the Bank.

(b) The Bank may, in its discretion, provide the Customer with a memo field to use or the ability to attach supporting documentation when initiating a Payment Request or Payment Offer to Counterparties.

(i) The Customer agrees that it will not include inappropriate or abusive language, messages, or content in the memo field or any attachments.

(ii) The Customer acknowledges and agrees that it is authorized to include and disclose any information in the memo field and attachments and shall, at all times, comply with its obligations under these Service Terms and Applicable Laws in disclosing information in the memo field and attachments.

(iii) The Customer acknowledges and agrees that it will not include or disclose Protected Health Information (as defined under Applicable Laws and in relation to the US, in 45 CFR 160.103) in the memo field or attachments.

(iv) The Bank has no obligation to review any information submitted as part of the memo field or supporting documentation in connection with the same, but reserves the right to review and/or monitor such contents, and may delete or edit the memo and/or supporting documentation if the Bank believes, in its sole discretion, that any of the content is inappropriate or abusive including if such contents reasonably appear to be or contain Protected Health Information.

DISCLAIMER. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE TECHNOLOGY OR CONCOURSE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE CONCOURSE SERVICE. THE BANK DOES NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE, WITHOUT DELAY OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND CUSTOMER ASSUMES ALL SUCH RISK. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE CONCOURSE SERVICE PURSUANT TO THE BANK'S PROCEDURES. NOTHING IN THIS SECTION OR ELSEWHERE IN THESE SERVICE TERMS LIMITS THE BANK'S LIABILITY FOR FAILURE TO COMPLY WITH THE ABOVE SECTIONS.

16. Withdrawal of Access/Suspension of Service. The Bank may, in its discretion, instruct the Customer to terminate access to any Authorized User or individual and the Customer agrees to promptly comply with such instructions. The Bank reserves the right to deny, suspend or revoke access to the Concourse Service, in whole or in part, if the Bank believes the Customer and/or its Authorized Users are in breach of these Service Terms or are otherwise using or accessing the Concourse Service in a manner inconsistent with the terms and conditions hereof. The Bank may, at any time, in its sole discretion, cancel or suspend a Counterparty's use of or access to the Counterparty Channels, as may be required by applicable law, rule or regulation or by the Bank's policies and procedures. The Customer acknowledges that the Bank has the right to suspend or revoke access to the Concourse Service and is not obligated to execute the Transaction where, in the Bank's opinion, the Customer's access to the Concourse Service or the Counterparty's access to the Counterparty Channels may be compromised.

17. Customer Agreement with Counterparty. The Customer acknowledges and agrees that the Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of any agreement between the Customer and any Counterparty nor for the performance thereof. Notwithstanding the foregoing, in the event the Bank becomes aware that the content of any communication or agreement between the Customer and any Counterparty relating to the Concourse Service is incorrect or contains information that the Bank in its reasonable discretion finds objectionable, the Bank shall have the right to require the Customer to modify or amend such communication or agreement to the Bank's reasonable satisfaction. At all times, the Customer shall comply, and shall ensure that the Counterparty complies, with all Applicable Laws. The Customer confirms that the Counterparty does not act on the Customer's behalf in relation to the Concourse Service including when the Counterparty provides information through the Concourse Service.

18. Governing Law. These Service Terms and the rights and obligations of the Customer and the Bank in respect of the Concourse Service shall be governed by and construed in accordance with the laws appliable to the Account, as provided under the Account Terms.

19. Termination. Upon termination of these Service Terms as provided in the Account Terms, all rights to the Concourse Service and Technology, including, but not limited to, use and access, will automatically terminate. The Customer will discontinue its use of the Concourse Service and Technology, and upon request from the Bank, will return to the Bank any and all equipment, software, documentation, or other deliverables provided to the Customer by the Bank, including any copies thereof held by the Customer.

20. Definitions.

"API" means Application Programming Interface.
"Account" has the meaning provided above. For the avoidance of doubt, Account shall mean the demand deposit account opened by the Customer under the Account Terms which is connected to the Concourse Service under these Service Terms.
"Applicable Laws" mean: (a) any law, rule, regulation, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state, provincial or local laws, rules and regulations applicable to the Account or and including those issued by governmental or regulatory authorities having jurisdiction over the relevant party, that are applicable to a party, or its business, or which the party is otherwise subject to, including without limitation, anti-money laundering laws, privacy laws and sanctions laws; (b) the Payment Brand rules, standards and guidelines, including without limitation security standards relating to privacy, and data security; and (c) clearinghouse and payment network rules.
"Authorized User" means any person who has been designated by a written notice from the Customer to act on behalf of the Customer under these Service Terms or the Account Documentation. For the avoidance of doubt, the Counterparty is not an Authorized User of the Customer.
"Authorization" or "Authorize" means: (a) a confirmation from the Counterparty to the Bank that the Counterparty accepts to receive one or more payments from the Customer; or (b) an authorization from the Counterparty to the Bank to debit the Counterparty's deposit account; obtained by either the Bank through the Counterparty Channels; or the Customer.
"Card" means a physical card or virtual representation of a card used to access an account or account number through which Payment Brand payment services are delivered, authorized and established between a Counterparty and a Payment Brand. Cards include, but are not limited to, credit or debit cards, stored value cards, loyalty cards, and electronic gift cards.
"**Counterparty**" means either a consumer or business customer of the Customer or other person or entity with whom Customer has a relationship, who instructs or Authorizes a Transaction upon or after completion of Registration (as applicable).
"**Counterparty Channel**" has the meaning provided above.
"Data Protection Laws" means any law, enactment, regulation or order concerning the processing of data relating to living persons applicable in the relevant jurisdiction, including but not limited to:
(a) the EU GDPR and any other law, enactment, regulation or order transposing, implementing, adopting, supplementing or derogating from, the EU GDPR and the EU Directive 2002/58/EC in each EU member state; and
(b) the UK GDPR, the UK Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, each as amended from time to time and to the extent applicable to the activities or obligations under or pursuant to these Terms.
"**EU GDPR**" means the General Data Protection Regulation 2016/679.
"**Merchant Processor**" means the provider of services necessary to authorize, process and settle, as applicable, Counterparty's Card transactions contemplated hereunder.
"Paper Check Payments" means the service by which the Bank prints and mails check payments on behalf of the Customer for Counterparties who have not completed Registration or upon Customer's request.
"Payment Brand" is any payment method provider whose payment method is accepted by Merchant Processor for processing, including, but not limited to Visa Inc., MasterCard Incorporated, Discover Financial Services, American Express Company and other credit and debit card providers, and debit network providers.
"Payment Method" means one or more methods made available by the Bank, from time to time, through which Transactions are made or received by the Customer such as bank account, Card, or SVDW Account.
"Payment Offer" means a request delivered by email to a Counterparty's email address or by text message to a Counterparty's telephone number, in each case as supplied by the Customer to the Bank, asking a Counterparty (if not yet Authorized) to Authorize one or more Transaction(s) from the Customer.
"Payment Request" means a request delivered by email to a Counterparty's email address or by text message to a Counterparty's telephone number, in each case as supplied by the Customer to the Bank, that the Counterparty pay specified amounts to the Customer.

"Permitted Jurisdiction" signifies the permissible jurisdictions where a Counterparty may reside for purposes of receiving / accepting payments in connection with Customer's use of the Concourse Service, in each case as determined by the Bank in its sole discretion.
"Personal Information" means personal data (as defined in Data Protection Laws) including personal data of the Counterparty, provided to the Bank by or on behalf of the Customer in connection with the Bank's provision of the services contemplated in these Service Terms and shall include the name, email address, phone number, address, payment method information and bank account or Card details of the Counterparty.
"**Prepaid Card Payments**" means the service by which the Bank issues prepaid Cards to Customer that enable Customer to make payments to a Counterparty using such prepaid Cards.
"Push to Card Payments" means the service by which the Bank enables Customer to initiate a Push to Card instruction for an intended recipient and / or offer Push to Card as a method of payment for Counterparties to enable payouts to debit cards and / or reloadable prepaid cards.
"Register" or "**Registration**" means the process through which Counterparties provide their bank account or Card details using the Counterparty Channel in order to make or receive a Transaction.
"**SVDW Account(s)**" means a stored value digital wallet account maintained by a Counterparty or the Customer at a SVDW Provider.
"**SVDW Provider**" means a third party that maintains SVDW Accounts and that Bank makes available to the Customer as a method for Counterparties having SVDW Accounts to pay the amount of Payment Requests or to receive the amount of Payment Offers.
"Technology" means the Bank's (or its licensor's) platform and website used for the provision of the Concourse Service, which may be white-labeled in the Customer's name, and which have been designed to facilitate payments between Counterparties and the Customer, using a Payment Method.
"Terms and Conditions" means the terms and conditions which may be provided by the Bank to the Counterparty which govern the Counterparty's use of or access to the Counterparty Channel.
"Transaction(s)" means the payment(s) of amounts specified by the Customer to be paid (i) by the Counterparty to the Customer or (ii) by the Customer to the Counterparty, using a Payment Method.
"**UK GDPR**" means the General Data Protection Regulation 2016/679 as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018).
"**Virtual Card Payments**" means the service by which the Bank issues virtual Cards to Customer that enable Customer to make payments to a Counterparty using such virtual Cards.

ADDITIONAL TERMS APPLICABLE IN SELECTED JURISDICTIONS

1. ADDITIONAL TERMS APPLICABLE TO THE USE OF THE SERVICE IN THE UNITED STATES:

1.1 ACH. **"ACH"** means a Transaction processed through the U.S. Automated Clearing House System. If the Counterparty chooses to make or receive Transactions through a bank account, all Transactions shall be governed by the ACH Origination Service Terms or by the Real-Time Payments Sender Service Terms, depending upon the payment system used to execute the Transaction. In respect of ACH transactions via the Concourse Service, the Customer understands that Bank automates Notification of Change ("NOC"). Accordingly, the Customers Debit Entry and/or Credit Entry files will be run through the Bank's NOC database and identified ABA numbers and account numbers will be repaired based on the NOC information prior to release into the ACH network. The Bank will transmit a report to the Customer showing the repaired Entries if requested by Customer. The Customer understands and agrees that the information and items maintained in the NOC database may not be current which may result in Entries being repaired or modified based on information that is stale or otherwise incorrect. The Bank shall not be liable for any misdirected or improperly cancelled Entry or Entries resulting from such repairs of Entries from Customer's ACH file.

1.2 Real-Time Payment ("RTP") Processing. RTP means a Transaction processed through the U.S. Real-Time Payment System operated by The Clearing House Payments Company. If the Counterparty chooses to make a Transaction using RTP Payments, the Customer becomes obligated to pay the amount of its Transaction upon receipt of such Transaction by the Bank. The Bank will debit the Customer's account with the Bank that the Customer specifies for the total of RTP Payments processed in the Customer's name. The Customer agrees to have good and collected funds in its account to cover the amounts of all RTP Payments initiated in its name. Additional Service Terms apply for RTP Payments.

2. ADDITIONAL TERMS APPLICABLE TO THE USE OF THE SERVICE IN CANADA

2.1 Consent: The Customer hereby consents to receive from the Bank the services described in these Service Terms.

2.2 ACH. If the Counterparty chooses to make or receive Transactions through a bank account, all Transaction shall be governed by the Global ACH Payments and Collections Service Terms.

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

3. ADDITIONAL TERMS APPLICABLE TO THE USE OF THE SERVICE IN ENGLAND, IRELAND AND LUXEMBOURG

3.1 Bank. In relation to (i) Accounts held in England, references to "the Bank" in these Service Terms shall be deemed to refer to J.P. Morgan N.A., acting through London branch. (ii) Accounts held in Ireland, references to "the Bank" in these Service Terms shall be deemed to refer to J.P. Morgan SE, acting through its Dublin branch, (iii) Accounts held in Luxembourg, references to "the Bank" in these Service Terms shall be deemed to refer to J.P. Morgan SE, acting through its Luxembourg branch.

3.2 Global ACH. If the Counterparty chooses to make or receive a Transaction(s) through a bank account, the Transaction(s) shall be governed by the Global ACH Payments and Collections Service Terms, depending upon the payment system used to execute the Transaction.

3.3 Data Protection.

(a) In this clause, **controller**, **personal data** and **process** (and its variants) shall have the meaning given in the relevant Data Protection Laws at the time at which that activity or obligation was performed.

(b) Each party acknowledges that, for the purposes of Data Protection Laws, it is a separate controller in relation to any Personal Information and that it, independently of, and not jointly with, the other party, determines the purposes for which and the manner in which any Personal Information is, or is to be, processed.

(c) Each party shall comply with its obligations under Data Protection Laws.

(d) Further information about the Bank's processing activities can be found in the Bank's EMEA Privacy Policy as may be updated from time to time.

3.4 Withdrawal of Access/Suspension of Service. Section 16 shall be deleted and replaced with the following:

The Bank reserves the right to deny, restrict, limit, suspend or revoke access to the Service (and/or refuse to execute a payment order), in whole or in part, if the Bank believes there are reasonable grounds to do so relating to: a) the security of the Technology; or b) suspected unauthorized or fraudulent use of the Technology. The Bank may also deny, restrict, limit, suspend or revoke access to the Service (and/or refuse to execute a payment order) due to the legal obligations of the Bank or where requested by competent authorities. Where the Bank is permitted by Applicable Law and it would not compromise its reasonable security measures to do so, it will inform the Customer that it intends to deny, restrict, limit, suspend or revoke access to the Service (and/or refuse to execute a payment order) and provide its reasons for doing so. If the Bank is unable to inform the Customer before carrying out measures to deny, restrict, limit, suspend or revoke access to the Service (and/or refuse to execute a payment order), it will do so immediately after if permitted to do so by Applicable Law and doing so would not compromise its reasonable security measures. The Bank will lift the denial, restriction, limitation, suspension or revocation of access to the Service (and/or refusal to execute a payment order) as soon as reasonably practicable after the reasons for the denial, restriction, limitation, suspension or revocation (and/or refusal to execute a payment order) cease to exist.

3.5 Acting as a Lender Under Certain Types of Agreement

The Customer represents warrants and covenants to the Bank that it will not use the Service in connection with its role as a lender under either: (i) a “credit agreement” (as defined by Article 60B(3) of The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (**RAO**)); or (ii) a "article 36H agreement" as defined under Article 36H(4) of the RAO.

ACCOUNT VALIDATION SERVICE TERMS

V1.5_10_30_25

UNITED STATES / IRELAND

The Bank (as hereafter defined) will provide the Customer with a Service (the "**Account Validation Service**") that enables Customer to submit inquiries ("**Inquiries**") as to (a) whether an account number provided by Customer is associated with an open account maintained at a financial institution in the U.S. or certain financial institutions outside the U.S. ("**Account Status Verification**"), (b) whether a name provided by Customer matches the name of an account owner at a financial institution in the U.S. or certain financial institutions outside the U.S. associated with such account if confirmed open ("**Account Owner Authentication**"), and (c) other characteristics and information as may be made available from time to time.

The provisions of the Bank's terms and conditions governing the operation of business accounts and services, as well as other applicable service terms (collectively, "**Account Documentation**"), are incorporated into these Service Terms by reference. The Account Validation Service, and each AVS Product (as such term is hereafter defined) shall be deemed to be a "Service" under and as defined in the Account Documentation and these Service Terms shall be deemed to be "Service Terms" under and as defined in the Account Documentation. Unless otherwise defined in these Service Terms, capitalized terms used in these Service Terms shall have the same meanings as in the Account Documentation. As used in these Service Terms, the term "Bank" means either JPMorgan Chase Bank, N.A. (if the Service is provided out of a U.S. booking location) or J.P. Morgan SE (if the Service is being provided out of an Ireland booking location). [1]

1. <u>Account Validation Service.</u> The Account Validation Service is a Service that consists of one or more products that provide Account Status Verification, Account Owner Authentication and related information, which products are provided by the Bank and a variety of other providers. Products (hereafter called "**AVS Products**") and providers ("**Providers**") include the following:

(a) A JPMorgan proprietary product providing Account Status Verification and Account Owner Authentication using the Bank's proprietary payments and transactions data (the "**JPMorgan Proprietary Data Service**"), as governed by and subject to the provisions set forth in these Service Terms;

(b) Early Warning Real-time Payment Chek® with or without Account Owner Authentication, provided by Early Warning Services LLC;

(c) Early Warning Verify Account Service provided by Early Warning Services LLC;

(d) JPMorgan Microdeposit Service;

(e) Confirm Service provided by Kinexys Liink for accounts at financial institutions outside the U.S.

(f) Account-Based Check Service by SurePay BV for accounts at financial institutions outside the U.S.

(g) JPMorgan Pattern Matching Service, as such term is defined in Section 6; and

(h) Other internal or external proprietary services specified as available by the Bank.

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

Each AVS Product is offered out of such Bank booking location(s) as will be specified by the Bank from time to time; not all AVS Products are offered out of the same location.

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

2. <u>Accessing the Account Validation Service; Inquiries</u>.

(a) Customer will access the Account Validation Service through a direct connection with the Bank pursuant to these Service Terms and the J.P. Morgan Electronic Channels Service Terms ("**Channels Terms**"), using one of the connectivity methods set forth in the Channels Terms. The Bank will advise Customer which connectivity method(s) is/are available for access to the Account Validation Service.

XX.

(b) Customer shall transmit Inquiries via its selected connectivity method and shall include the necessary data specified by the Bank for its selected AVS Product(s) and type of response agreed upon. The Bank will advise Customer of formatting and content requirements for Customer's Inquiries. The Bank may reject or delay processing of Inquiries or Responses (as hereafter defined) if the Customer's instructions or information are not complete or otherwise do not meet the criteria the Bank specifies for acceptance; the Bank will notify Customer of any Inquiries that are not processed for this reason. Customer agrees that it will submit Inquiries only for valid business payment purposes; without limitation of the foregoing, Customer will not submit Inquiries for the purpose of searching for accounts.

XXI.

(c) Customer will be solely responsible for the accuracy, completeness and compliance with any laws, statutes, orders, conventions, regulations, self-regulatory standards, and regulatory interpretations and guidance (including those of any governmental agency) that are applicable to Customer in performing its obligations under the Service Terms (collectively, "**Applicable Law**") of the Inquiries, including any information provided by Customer and the Bank will not assume any liability resulting from receipt of the same or from the use of, or reliance upon, the information in connection with any Inquiries.

XXII.

3. Responses.

(a) The Bank's Account Validation Service platform will interrogate the applicable Provider(s) and/or Provider databases at the Bank's discretion unless otherwise agreed to determine if such Provider has information to provide in response to the Inquiry; if so, the Bank will then receive the response data, map or translate it into summarized form and provide a response to Customer with the results ("**Response**").

XXIII.

(b) The Bank may also provide the full Response data to Customer.

XXIV.

(c) With respect to Inquiries for U.S. accounts only, the following shall apply:

XXV.

(i) The Bank will determine the order in which Customer's Inquiries are forwarded to the respective Providers for response. The Account Validation Service platform will interrogate the JPMorgan Proprietary Data Service database first and provide a Response if that database has information to provide. If the JPMorgan Proprietary Data Service database finds no information, the Service will interrogate the other Provider databases individually, following a waterfall logic through successive data sources until one of the Providers has information to provide a Response to the Inquiry or all sources are exhausted, resulting in a Response of no information found.

XXVI.

(ii) It is understood and agreed that the Response provided will be from the first Provider in the waterfall that has the requested information, or if no Providers have information, the Response will indicate that no information was found. In either case, the Response will be mapped in accordance with the Provider's pre-set criteria as described in the applicable Schedule. The Response will be coded to identify the Provider that returned the response.

XXVII.

(d) With respect to Inquiries for accounts at financial institutions outside the U.S., Kinexys Liink and SurePay BV will be the sole Providers subject to separate Schedules.

XXVIII.

(e) Customer is fully responsible for any decisions Customer makes based on Response data received under the Service and Bank will have no responsibility or liability for any losses incurred by Customer as a result of such decisions.

XXIX.

(f) Each Response data is current as of the time it is provided and the Bank has no obligation to update any Response data after it has been provided to Customer or to notify Customer if such Response data has changed.

XXX.

Each Response and any other information provided by the Bank in connection with or related to the Account Validation Service shall be treated as confidential information by Customer. Customer will maintain the confidentiality of all such Response data using at least the same level of care that Customer uses or affords to its own confidential information, but in no event less than a reasonable degree of care.

4. Restrictions on Use of the Response Data.

(a) Customer shall only use the Account Validation Service and Response data received therefrom in accordance with these Service Terms. Upon request, Customer shall certify to the Bank that Customer has not, shall not, and understands it may not, use the Account Validation Service or Response data for any purpose other than the Permitted Use (as hereafter defined). Customer further acknowledges and agrees that it will not use the Account Validation Service or Response data in any manner inconsistent with these Service Terms at any time and shall certify this acknowledgment and agreement on a periodic basis if requested by the Bank.

XXXI.

(b) Except as further provided in Section 5 or in a Schedule, Customer shall use the Response data only for the purpose of verifying account details of parties with whom Customer has established or will establish a payment relationship ("**Permitted Use**").

XXXII.

(c) Customer shall not transmit the Response data to any customer of Customer or any other third party, or allow any third party to access the Response, or rent, sell, resell, retransmit, redistribute, release, sublicense or otherwise transfer any part of the Response data to any other person or entity, except (i) for a transfer to an affiliate of Customer with a need-to-know for internal use of Customer, (ii) as may be required by applicable federal, state and local laws, and the regulations promulgated thereunder, or (iii) as may be permitted under a Schedule. Notwithstanding the foregoing, Customer shall not be prohibited from conducting further diligence, if required, to (i) verify the Response data of the applicable account, or (ii) obtain alternative account information from a transaction counterparty.

XXXIII.

(d) Customer acknowledges and agrees that each Response is time-sensitive and is only intended to be used at the time it is provided and with the specific Inquiry for which it was requested. Customer agrees not to use a Response for any other purpose.

XXXIV.

(e) Should Customer fail to validate an account status or account owner through the Account Validation Service, it will not decline to complete a transaction or provide services without taking additional intermediate steps such as requesting alternate account information, or attempting to process a payment instruction on the account.

XXXV.

(f) Customer shall not, or permit or cause to permit any other party to, (i) modify, translate, adapt, disassemble, improve or reverse engineer any part of the Response data, or (ii) use the Response data with an intent to create similar product or service to the AVS Products.

XXXVI.

(g) Except as otherwise provided in a Schedule, Customer shall not use, or permit any other party to use, the Response data in whole or in part for the purpose of (i) serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other authorized purpose for use of a consumer report under applicable law including but not limited to 15 U.S.C. Sections 1681b(a)(3) through 1681b(a)(6) ("**Eligibility Evaluation Purposes**") of the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et. seq. (the "**FCRA**") or other equivalent or comparable regulation applicable to Participant, or (ii) taking "adverse action" against any consumer as defined in the FCRA (15 USC § 1681a (k) (1)). "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact on a consume, such as denying or cancelling credit or insurance, or denying employment or promotion. The Responses that do not provide positive confirmation of account information, may not be used as the basis to deny the provision of any goods or services, but Customer may use the Responses to inform its determination that further diligence is required to (i) verify the applicable account, or (ii) obtain alternative account information from a transaction counterparty or Instructing Customer.

XXXVII.

(h) Customer shall not permit, or cause to permit, any other party to merge, aggregate or compile the Response data into any database for any purpose; provided, the foregoing shall not prohibit the retention of the Responses (i) as may be required to comply with Applicable Law or documented internal document retention policies or (ii) copies of which are made during Customer's routine system back-ups, in which case, such Responses may be retained for a period consistent with the Customer's standard procedures with respect to erasing, destroying or overriding back-up media; provided, in case of both subsections (i) and (ii), such Responses shall not be used or accessed for any other purposes.

XXXVIII.

(i) Customer shall not use the Response data for the purpose of carrying out AML or KYC checks within the scope of its own regulated activities, either in full or as a component of its regulated compliance solutions.

XXXIX.

5. <u>Additional Provisions Applicable to the JPMorgan Proprietary Data Service.</u>

(a) <u>Accessing the JPMorgan Proprietary Data Service; Inquiries and Responses</u>.

XL.

(i) The database used to provide Responses for the JPMorgan Proprietary Data Service is a confidential proprietary Bank database consisting of the Bank's historical experiences with various types of outgoing and incoming payments and related transactions involving identified bank accounts and routing numbers (the "**JPMorgan Proprietary Database**"). Through searches based on name, account number and routing number provided by Customer, the Bank will identify whether it has experienced transactions with a particular account number and routing number combination and/or a particular account number and account owner and provide a Response as to Account Status Verification or Account Owner Authentication.

XLI.

(ii) The Bank will determine a lookback period within which an Inquiry will be researched for a Response. The JPMorgan Proprietary Database will be accessed and the data obtained will be mapped to provide a Response of Open/Valid, Closed/Invalid or "No Information Found."

XLII.

(iii) Customer acknowledges that the information accessed by the Bank in the JPMorgan Proprietary Database and the Responses provided consists of the Bank's own transactions with respect to the accounts and account owners upon which Inquiries are being made.

XLIII.

(b) <u>Use for Permitted Purposes Only.</u> Customer shall only use the JPMorgan Proprietary Data Service Responses for the following purposes:

XLIV.

(i) when Customer is acting as a payment processor for other persons or entities, with respect to an account or account owner indicated on: an active immediate payment order or repetitive payment order it has received from, and been instructed to process by, its direct customer ("**Instructing Customer**"), or a payee profile established with its Instructing Customer to facilitate future payments orders, or a pre-processing inquiry on a transaction it has initiated with the Instructing Customer,

XLV.

(ii) When Customer has been contractually authorized, and intends to, on its own behalf, debit the applicable account at a present or future date,

XLVI.

(iii) When Customer intends to make a payment, on its own behalf, to the applicable account, or

XLVII.

(iv) When Customer is the owner of the applicable account.

6. Additional Provisions Applicable to Pattern Matching.

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

(a) The assessment of whether a pattern is a Valid Pattern or an Invalid Pattern will be based upon whether there have been payments made to or received from the receiving financial institution in the past using a similar pattern of numbers and digits. A Response of "Valid Pattern" does not provide, and should not be relied upon to provide, any assurance that the C2 is or is not the intended payor/payee of any subsequent transactions. No repairs or changes will be made to the Inquiry Customer has submitted.

XLVIII.

(b) Pattern Matching Responses only provide indicators of whether a prospective payment is likely to be successful; there is no guarantee or assurance intended or provided with regard to the success or lack of success of any subsequent payment.

XLIX.

(c) The provisions set forth in Sections 5(b) hereof shall also apply to the Responses and Response data provided by the Pattern Matching Service.

L.

7. Property Rights with Respect to JPMorgan Proprietary Database.

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

8. No Warranty

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE BANK EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE ACCOUNT VALIDATION SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES AS TO ANY PERFORMANCE, USE OR RESULTS OF USING THE AVS PRODUCTS. THE BANK WILL NOT BE LIABLE FOR ANY ERRONEOUS OR UNAUTHORIZED PAYMENTS MADE BY CUSTOMER BASED ON THE INFORMATION RECEIVED THROUGH THE ACCOUNT VALIDATION SERVICE.

9. Representations and Warranties; Indemnity.

Customer hereby represents, warrants and covenants to the Bank that:

(a) (i) All Inquiries are submitted for valid business purposes and in connection with payments intended to be made to or received from the applicable account; (ii) Customer's use of the Responses and Response data shall at all times comply with these Service Terms and applicable Schedule, and (iii) Customer has obtained from each of its counterparties or customers all authorizations and consents required by Applicable Law in connection with the submission of Inquiries and receipt of Response data relating to the account of such counterparties or customers.

(b) Customer agrees to indemnify the Bank and the Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (i) Customer's breach of any representation or warranty made under these Service Terms; or (ii) Customer's unauthorized access or disclosure of any Response data.

LII.

10. General.

(a) Customer acknowledges that the Bank may use one or more Providers for its own internal validation purposes. Customer represents and warrants that Customer has made its independent determination for selection of the Account Validation Service and has not relied on any representation made by the Bank in connection therewith.

(b) Use of the Account Validation Service does not constitute an assurance that transactions will be processed for validated Counterparties.

(c) Customer understands and agrees that it is responsible for handling of any and all complaints or inquiries submitted by or on behalf of the Counterparties or any other person or entity with respect to the Response data and shall bear associated costs. Customer shall notify the Bank of any such complaints.

(d) Customer acknowledges and agrees that no relationship, contractual, arising under common law, in equity or otherwise is intended or created between the Bank and any Counterparty or other third party and the Bank is providing the Account Validation Service solely to the Customer and not to such Counterparty or other third party and does not owe any duties to such parties.

LIII.

(e) Customer shall be fully responsible for interpreting and complying with Applicable Law related to the collection, use, disclosure and privacy of the personal data of the customers or counterparties about whom Customer submits Inquiries ("**Privacy Regulations**"), including any requirements to obtain all relevant consents or permissions from such customers or counterparties and any regulator with regard to the disclosure of the data contained in Inquiries. Customer is solely responsible for the collection of such customers'/counterparties' personal data, for determining the purposes and legal basis for which and means by which any such personal data may be processed and for providing any regulatory notifications or notices that may be required in order to comply with applicable Privacy Regulations when such personal data is processed and/or transferred as part of the Account Validation Service.

LIV.

(f) In the event of a breach in security resulting in actual or suspected loss or unauthorized access of the Response data, Customer shall notify the Bank as soon as practicable (and in any event within 48 hours of confirmation of any actual loss or unauthorized access) and take all reasonable steps to resolve the breach and minimize any impact to the Response data. In the event of such security breach, Customer agrees to perform a root cause analysis to identify the cause of such security breach and, upon request, will provide the Bank a summary of the cause and continue to update the Bank as new material developments occur. Upon receipt of notice, the Bank will have the right to temporarily stop the provision of the Account Validation Service.

LV.

(g) Any Schedule to these Service Terms will remain in effect unless and until terminated by Customer upon giving 30 (thirty) business days' prior written notice to the Bank or by one of the grounds for earlier termination specified in these Service Terms. Notwithstanding any such termination, these Service Terms and other Schedules to these Service Terms shall continue in full force and effect.

LVI.

J.P. Morgan Chase Bank N.A.	**Pinellas County, a political subdivision of the State of Florida**
Signature: ____________________	Signature: ____________________
Print Name: ____________________	Print Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

J.P. Morgan SE	(Second client authorized signer if required)
Signature: ____________________	Signature: ____________________
Print Name: ____________________	Print Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

EXHIBIT A

JURISDICTION SPECIFIC PROVISIONS

1. Ireland

1.1. References to "the Bank" in the Account Validation Service Terms shall be deemed to refer to J.P. Morgan SE, acting through its Dublin branch.

1.2. Section 1 of the Account Validation Service Terms shall not apply and be replaced in full as follows:

LX. "The Account Validation Service is a Service that consists of one or more products that provide Account Status Verification, Account Owner Authentication and related information, which products are provided by Bank and a variety of other providers. Products (hereafter called "**AVS Products**") and providers ("**Providers**") include the following:

(a) JPMorgan Account Information Service;

LXII.

(b) Confirm Service provided by Kinexys Liink for accounts at financial institutions outside the U.S.;

LXIII.

(c) Account-based Check Service provided by SurePay BV;

LXIV.

(d) JPMorgan Microdeposit Service; and

LXV.

(e) Other internal or external proprietary services specified as available by the Bank for accounts at financial institutions outside the U.S. (such service providers with applicable terms to be notified to Customer from time to time).

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

1.3. Sections 3(b), 3(c), 5, 6 and 7 shall not apply and be deleted in relation to the Account Validation Service Terms.

1.4. The following clause will be added to Section 11 of the Account Validation Service Terms.

LXX. "11. Exhibit A (Jurisdiction Specific Provisions). The additional jurisdiction specific provisions set forth in the attached Exhibit A and updated from time to time are applicable solely to the Account where it is located in the relevant jurisdiction. If there is any inconsistency between the applicable jurisdiction specific provisions and these Service Terms, the applicable jurisdiction specific provisions shall prevail."

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

1. **Eligible Platforms.** By using an eligible e-signature platform ("Platform") to send an E-Signed Document to the Bank, the Customer shall be deemed to accept these Service Terms and provide consent to use the below Platforms to send and receive any document and information related to the Account and Services (including commercial card services, if applicable) to and from the Bank, which for the avoidance of doubt shall be binding on the Customer (to the exclusion of any terms and conditions provided by the Customer). The Bank only accepts E-Signed Documents signed through Platforms acceptable to the Bank on the terms set forth herein. The Bank may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by the Bank or internally by the Customer. A list of Platforms is available from JPMorgan upon request. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer's email address and timestamp ("Completion Document").

2. **Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. The Bank is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact the Bank or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Service Terms will in no way be affected by a Customer's choice not to use a security feature.

3. **Authority Documents; Personal Data.** The Customer has separately provided the Bank with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers ("Personal Data") for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify the Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. The Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where the Bank initiates the signing event, the Bank will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law, including banking secrecy, if applicable. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of two years.

4. **Bank's Review of E-Signed Documents.** Upon receiving an E-Signed Document, the Bank will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. The Bank will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by the Bank. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

5. **Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that the Bank has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

LXXI.

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

6. **Limitation of Liability; Indemnification.** Bank assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of the Bank accepting E-Signed Documents, the Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Bank's reliance on these Service Terms or on an E-Signed Document executed on behalf of the Customer.

7. **Governing Law.** Without prejudice to any other provision in the E-signed Documents relating to governing law, these Service Terms and any non-contractual obligations arising out of or in relation to its terms shall be (i) with respect to Accounts located in North America, Central America, South America, Asia (except the People's Republic of China ("**PRC**"), India and Vietnam), Australia and New Zealand, governed by and construed in accordance with the laws of New York (except as set forth herein), (ii) with respect to Accounts located in Europe, the Middle East and Africa, governed by and construed in accordance with the laws of England, (iii) with respect to Accounts located in India, governed by and construed in accordance with the laws of India, (iv) with respect to Accounts located in the PRC, governed by and construed in accordance with the laws of the PRC, (v) with respect to Accounts located in Vietnam, governed by and construed in accordance with the laws of Vietnam, and (vi) with respect to commercial card services, governed and construed in accordance with the laws of New York. Any disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of the country or state at which the relevant Account is located, without reference to the conflicts of laws provisions thereof, provided, however, for Accounts located in the PRC, any such disputes will be submitted for resolution to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration and the hearing place shall be Beijing. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

8. **Entire Agreement.** These Service Terms shall constitute the entire agreement between Bank and Customer with respect to the use and acceptance of electronic signatures related to the services provided under the Account Documentation. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on Bank or the Customer.