

MASTER AGREEMENT

THE MASTER AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JPMORGAN CHASE BANK, N.A.**, a national banking association organized and existing under the laws of the United States and as such legally permitted to do business in the State of Colorado with offices located at 1145 16th Street, 5th Floor, Denver, CO 80202 (the “Bank”; this agreement, inclusive of the attached exhibits, the “Master Agreement”).

RECITALS

A. The City wishes to procure commercial banking services for the use and benefit of the City’s agencies, including but not limited to Denver International Airport, the Department of Motor Vehicles, and the Treasury Division, from the Bank.

B. The Bank is ready, willing, and able to provide these services as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. COORDINATION AND LIAISON: The Bank shall fully coordinate all services under the Master Agreement with the Manager of Finance, (“Manager”) or, if and as directed, with the Manager’s designated supervisory persons, (collectively “Administrators.”) The Bank shall submit or make available on its online banking portal invoices, correspondence, pay requests, and submittals to the Administrators.

2. SERVICES TO BE PERFORMED:

a. As the Manager generally directs, the Bank is authorized by the Manager to diligently undertake, perform, and complete all of the services set forth on **Exhibit A** (the “Scope of Work” “Services”, or “Service Terms”), in accordance with the terms of the Master Agreement and the Bank’s account terms, service terms and other documents attached as **Exhibit A** hereto and incorporated herein by this reference (the “Service Terms”) and as may be named on **Exhibit B** Fee Schedule. For the avoidance of doubt, the “Work” “Services” to be performed under this Master Agreement do not include merchant payment card processing. The provision of any such services by the Bank or its affiliates are subject to separate agreements between the City and the Bank or its affiliate. Under the Charter of the City and County of Denver, only the Manager of Finance shall be in full charge and control of the funds of the City. Without limiting the generality of the first sentence of this paragraph, the Manager of Finance has authorized the Bank to exercise discretion in providing Same Day ACH Service, has authorized access to the Post Office Box for

Lockbox Service, and has authorized the Bank to delay availability of funds received through electronic image service, as set forth in the Consolidated Service Terms described in Exhibit A.

b. The Bank shall perform the services in accordance with commercially reasonable standards of care, skill, training, diligence, and judgment and in accordance with the terms of the Master Agreement.

c. If the City requests any service, functionality or feature for which pricing is not listed in **Exhibit B**, the implementation of such service, functionality or feature will not occur unless and until execution of an amendment to revise this Agreement, to add the service, functionality or feature to the Scope of Work, add a corresponding fee schedule to Exhibit B, and if necessary, adjust the Maximum Contract Amount.

3. TERM:

a. Initial Term. The Master Agreement will commence on January 1, 2025 (the “Effective Date”) of this Agreement and will expire on December 31, 2025 (the “Term”).

b. Renewal Terms. Unless the City or the Bank notifies the other party of its intent not to renew in accordance with subsection (d) or either party has delivered to the other party written notice of termination prior to the final day of a current Term in accordance with paragraph 6 hereof, this Agreement, the City shall automatically renew the Initial Term for up to seven (7) additional one-year terms subject by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from January 1, 2026 to December 31, 2026; the second Renewal Term shall be from January 1, 2027 to December 31, 2027; the third Renewal Term shall be from January 1, 2028 to December 31, 2028; the fourth Renewal Term shall be from January 1, 2029 to December 31, 2029; the fifth Renewal Term shall be from January 1, 2030 to December 31, 2030; the sixth Renewal Term shall be from January 1, 2031 to December 31, 2031; the seventh Renewal Term shall be from January 1, 2032 to December 31, 2032 (each an “Annual Renewal.”).

c. Optional Renewal Terms. Unless either party has delivered to the other party written notice of termination prior to the final day of a current Term in accordance with paragraph 6 hereof, the City shall have the unilateral option to renew the Master Agreement after the expiration of the final Annual Renewal Term for up to three (3) additional one-year terms upon Notice of the Manager and subject to appropriation of sufficient amounts for the subsequent year by City Council, subject to subparagraph 3(e) below. The first Optional Renewal Term shall be

from January 1, 2033 to December 31, 2033; the second Optional Renewal Term shall be from January 1, 2034 to December 31, 2034; and the third Optional Renewal Term shall be from January 1, 2035 to December 31, 2035 (each an “Optional Annual Renewal”) and, if this Master Agreement has not been terminated: (1) by either party delivering to the other party written notice of termination prior to the final day of a current Term in accordance with paragraph 6 hereof, including termination, as a result of the City’s failure to appropriate or encumber funds in accordance with paragraph 4(e)(2), then this Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each a “Monthly Renewal”). Each Annual Renewal, Optional Annual Renewal, or Monthly Renewal shall be referred to herein as a “Renewal Term”.

d. Renewal Procedures; Non-Renewal. Payments authorized pursuant to the Maximum Contract Amount (defined below) shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Renewal Term shall have been deemed to have been exercised upon the City making sufficient appropriation and encumbrance for the next fiscal year. In the event the City Council fails to make a sufficient appropriation or the City fails to encumber for any subsequent Annual Renewal Term, the Manager shall notify the Bank of such failure to fund the Master Agreement. The option of the City to renew for an Optional Annual Renewal Term shall be exercised upon notice from the Manager and the City making such appropriation and encumbrance for the next fiscal year. If such sufficient appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall promptly notify the Bank in writing and the City shall be deemed to have failed to exercise its option to renew this Master Agreement for a subsequent Renewal Term, whereupon this Master Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Master Agreement for a Renewal Term, the City’s obligation to make payments to the Bank shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Master Agreement. It is further understood and agreed that the Bank shall not terminate services if the City is past due in payment, provided that payment is not past due by more than ninety (90) days and the City is not in default of any other provision of this Master Agreement.

e. The Manager shall, upon request, provide the Bank with documentation that reasonably evidences the amount appropriated and encumbered for payment of the Services for each ensuing Renewal Term. If the Bank determines that the appropriated amount is not sufficient to pay for the Service anticipated based on actual or estimated transaction volumes consistent with the rates on **Exhibit B**, the Bank may request the Manager to seek additional appropriation. In the event the Manager fails to timely seek additional appropriation, the Bank may terminate this Master Agreement effective as of the end of the current Initial Term or Renewal Term, as the case may be.

4. COMPENSATION AND PAYMENT:

a. **Fee:** The Bank's fees for rendering the Services under the Master Agreement shall be based on the amount or volume of Services used by or provided to the City and shall be obtained through a combination of compensating balances' earnings credit and approved (annual) invoices; however, the Bank's sole compensation for its services rendered and costs incurred under the Master Agreement from the City, if all Renewal Terms (including Monthly Renewal Terms) are effected shall not exceed the Maximum Contract Amount in subparagraph 4(e) hereof and fee amounts billed may not exceed the rates set forth in **Exhibit B**. The Maximum Contract Amount shall not be used to pay costs due to losses.

b. **Reimbursement Expenses:** All of the Bank's expenses, inclusive of the premium assessment fee are included in the Maximum Contract Amount to be paid by the City and are specified in the rates or otherwise described in **Exhibit B**. The Maximum Contract Amount shall not be used to pay reimbursement expense costs due to losses. To the extent the Bank charges interest or fees set forth in Exhibits A or B due, and so long as the total of all fees and costs do not exceed the Maximum Contract Amount, the City agrees that it shall reimburse the Bank from the Maximum Contract Amount for all fees and interest the Bank charges. In the event that the Bank charges, fees or interest payable to the Bank under the Agreement exceed the Maximum Contract Amount, the Manager of Finance will seek an amendment to this Agreement and additional appropriation from City Council pursuant to paragraph 37 below.

c. **Costs Due to Losses:** Notwithstanding anything to the contrary in the Agreement, the City will reimburse Bank for all direct, out of pocket expenses, incurred by Bank, including, without limitation, fees, fines, or penalties imposed by applicable law, or rules of clearinghouse networks, funds transfer systems, and the like, as a direct result of: (i) any action or failure to act

taken in accordance with any instruction received from the City; (ii) the City's breach of the contract or violation of law; (iii) the City's breach of its obligations or representations imposed on or imputed to it through its negotiation, presentment, deposit, or transmission of any item, payment order, or entry under clearinghouse rules or funds transfer rules or applicable law. The City shall not provide any instructions to Bank that City knows or should know will cause Bank to incur liabilities, losses, or claims that Bank would not otherwise incur had such instructions not been provided.

d. Invoicing: The Bank shall provide the City with an annual invoice in a format and with a level of detail reasonably acceptable to the City which may be in the form of an account analysis statement.

e. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Master Agreement, except as provided in subparagraph 4(c) above, the City's maximum payment obligation if all Renewal Terms (including all Monthly Renewal Terms) are effected shall not exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00) (the "Maximum Contract Amount"). The City shall not request any service if the expected fees for such services plus fees previously paid would exceed the Maximum Contract Amount or any other amounts the City is authorized to pay, nor shall the City provide any instruction or direction to the Bank that would cause the Bank to perform services or incur costs or expenses that would exceed such amounts. The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Bank beyond that specifically described in **Exhibits A and B**. Any services performed beyond those set forth therein are performed at the Bank's risk and without authorization under the Master Agreement. This limitation is not intended to and shall not impact amounts due under any separate agreements with the Bank.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Master Agreement. The City does not by the Master Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Master Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest,

late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code or specified in paragraph 4.

5. STATUS OF BANK: The Bank is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Bank nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever as a result of the Master Agreement or the services performed hereunder. Nothing contained in this Master Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between the Bank and City.

6. TERMINATION:

a. The City has the right to terminate the Master Agreement with cause upon written notice to the Bank effective immediately, and without cause upon twenty (20) days prior written notice to the Bank. In addition to its termination rights in paragraph 3 hereof, the Bank has the right to terminate the Master Agreement with or without cause upon ninety (90) days prior written notice to the City.

b. Notwithstanding the preceding paragraph, the Bank shall have the right to terminate or suspend accounts and services as more fully described in the Service Terms attached at Exhibit A for the specific causes and under the specified processes set forth therein.

c. Notwithstanding sub-paragraph 6(a), the City may terminate the Master Agreement if the Bank or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Bank's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. The City agrees that the previously occurring conduct and activities that formed the basis for the matters disclosed in the Bank's SEC filings on or prior to the execution of this Master Agreement, shall not trigger the City's termination rights under this Master Agreement.

d. Upon termination of the Master Agreement, with or without cause, the Bank shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for the City's obligation to (i) pay for Services or transactions performed or in the process

of being performed that cannot reasonably be cancelled prior to termination and (ii) pay any amounts that may be due and owing by the City under the Master Agreement.

e. If the Master Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns, if any, that are in the Bank's possession, custody, or control by whatever method the City deems expedient. The Bank shall deliver or otherwise make available to the City all City Materials, as more particularly described in paragraphs 32 and 33 hereof. These City Materials are the property of the City. The Bank shall mark all copies of City Materials, if any, that are incomplete at the time of termination "DRAFT-INCOMPLETE". Notwithstanding the foregoing, the City recognizes and agrees that the Bank shall be entitled to retain copies of account data and other financial records or data generated or maintained by the Bank incident to its performance of the Services, as may be required under applicable banking regulations or other applicable law, or otherwise in accordance with the Bank's record retention policies.

7. EXAMINATION OF RECORDS AND AUDIT: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Bank's performance pursuant to this Agreement, provision of any goods or services to the City under this Agreement, and any other transactions related to this Agreement. Bank shall reasonably cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during regular business hours and until the latter of three (3) years after the final payment under the Master Agreement or expiration of the applicable statute of limitations. Such documents and information shall be retained in accordance with Bank's retention schedule. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and no audits pursuant to this paragraph shall require Bank to make disclosures in violation of laws or regulations binding upon Bank nor shall Bank be required to disclose confidential or proprietary information of Bank or other parties that Bank does not disclose to customers in the ordinary course of its business unless pursuant to a court issued

subpoena or under terms of a nondisclosure agreement to the extent permissible by law and acceptable to both Parties. Bank shall at all times comply with D.R.M.C. 20-276.

8. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Master Agreement, City is relying upon and has not waived monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Bank. No payment, other action, or inaction by either party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either party to any breach of any term of the Master Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: The Bank agrees to secure, at or before the time of execution of this Master Agreement, the following insurance covering all operations, goods or services provided pursuant to this Master Agreement. Bank shall keep the required insurance coverage in force at all times during the term of the Master Agreement, including any extension thereof and for one (1) year after termination of the Agreement. The required insurance shall be underwritten by an insurer permitted, licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. The Bank shall endeavor to provide written notice of cancellation, non-renewal and any reduction in coverage that causes any policy limits to fall below the minimum requirements of this Master Agreement to the parties identified in the Notices section. Bank shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Bank. The Bank shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Agreement.

b. Proof of Insurance: Bank may not commence services or work relating to this Agreement prior to placement of coverages required under this Master Agreement. Bank certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with

all insurance requirements of this Master Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Agreement shall not act as a waiver of Bank's breach of this Master Agreement or of any of the City's rights or remedies under the Master Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.

c. **Additional Insureds:** For commercial general liability, excess/umbrella liability (if required), and business auto liability, Bank's and subcontractor's insurer shall include the City and County of Denver, its elected and appointed officials, and employees as additional insured as their interests pertain to this Master Agreement.

d. **Waiver of Subrogation:** For all coverages except for Financial Institution Bond and Professional Liability, Bank's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Bank shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Agreement) procure and maintain coverage as approved by the Bank and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation/Employer's Liability Insurance:** Bank shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per accident for each bodily injury claim, \$100,000 each employee for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability:** Bank shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence of bodily injury and property damage, \$2,000,000 products and completed operations aggregate (if applicable).

h. **Business Automobile Liability:** Bank shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit per accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. **Bankers Professional Liability (Errors & Omissions):** Bank shall maintain minimum limits of \$1,000,000 per each wrongful act and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for one (1) year for all contracts.

j. **Cyber Liability:** Bank shall maintain cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for one (1) year.

k. **Bankers Blanket Bond:** The Bank shall maintain \$5,000,000 insurance per loss in Bankers Blanket Bond coverage. Coverage shall include theft of City's money, securities or valuable property by Bank's employees.

11. DEFENSE AND INDEMNIFICATION:

(a) Subject to subparagraphs 11(e) and 11(f) hereof, the Bank hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the acts or failures to act by the Bank or the Bank's subcontractors in the course of performance of the Services under this Master Agreement ("Claims"), unless such action or failure to act is: (i) consistent with commercially reasonable standards; and (ii) expressly permitted or required in accordance with the terms of the Master Agreement, pursuant to and in compliance with the express instructions of the City, and/or pursuant to instructions received by the Bank under security procedures agreed upon between the City and the Bank. Nothing in the foregoing paragraph is intended to nor shall it lessen any duty of the parties nor lessen rights the parties may have under the law, including but not limited to the Uniform Commercial Code or applicable banking regulations, except to the extent that such laws permit the parties to vary such duties and rights by agreement and the same have been so varied by the terms of this Agreement.

(b) The Bank's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. The Bank's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) The Bank will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Master Agreement shall in no way lessen or limit the liability of the Bank under the terms of this indemnification obligation. The Bank shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) To the extent permitted by Colorado law, indemnification under this paragraph shall not require the Bank to 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 advised of the possibility of these damages.

(f) This paragraph is a one time accommodation to ensure continued access to the City's accounts held by the Bank. Nothing in this paragraph is intended to nor shall it alter full protection for City funds under the Colorado Public Deposit Protection Act at C.R.S. 11-10.5-101 et seq. and Rules thereunder. To the extent not prohibited by Colorado Constitution Articles X and XI and the Denver Charter Article VII, the Bank's liability for indemnification of the City against third party Claims shall not exceed, in the aggregate, Twenty Million Dollars (\$20,000,000.00); provided, that such limitation shall not apply to (i) claims or damages resulting from death, bodily injury, or damage to tangible property of the City caused by the negligence or willful misconduct of the Bank, its employees or agents; (ii) the Bank's insurance coverage as required by paragraph 10 hereof; and (iii) amounts required pursuant to the Colorado Public Deposit Protection Act at C.R.S. 11-10.5-101 et seq.

(g) This defense and indemnification obligation shall survive the expiration or termination of this Master Agreement.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations per person and per occurrence and all other rights, immunities and protections as provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. The City cannot, and

by this Master Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Bank, its employees, officers, agents, or affiliates or any other person or entity whatsoever, for any purpose whatsoever regardless of any provisions to the contrary that may be contained in this Master Agreement. Moreover, the City, as a public fiduciary supported by tax monies, in execution of its public trust, cannot and does not agree to waive any lawful or legitimate right to recover monies lawfully due it. Any such statement to the contrary that may be contained in this Master Agreement, including any Incorporated Document shall be considered null and void. The Bank agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City may have to recover actual lawful damages in any court of law under Colorado or other applicable law.

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under laws or regulations in paragraph 4 hereof or under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Bank shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Master Agreement to the extent the same are legally valid and binding obligations of the Bank that are due and owing and not otherwise being contested and shall not allow any lien, mortgage, judgment or execution to be filed against City property as a result of Bank's failure to pay all taxes, bills, debts and obligations it incurs. Nothing in this Agreement shall waive or affect any of the Bank's common law or statutory rights or any contractual rights under any other agreement.

14. ASSIGNMENT; SUBCONTRACTING: The Bank shall not voluntarily or involuntarily assign any of its rights or obligations under the Master Agreement or subcontract performance obligations without obtaining the Manager's prior written consent, provided, however, the Bank may, without the consent of the City, assign any or all of its rights and obligations under this Master Agreement to its parent, any subsidiary (of the Bank or its parent), or any affiliate (of the Bank or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization, so long as no City Data is transferred out of the United States except as permitted in paragraph 32. "City Data" means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City's use of the Work. City Data also includes Confidential Information, as defined

in this Agreement at paragraph 32. Any attempt by the Bank to otherwise assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Master Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Master Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Bank shall remain responsible to the City; (ii) so long as no City Data is transferred out of the United States except as permitted in paragraph 32; and (iii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee. For purposes of this Master Agreement, the terms "sub-consultant" and "subcontractor" shall refer to a third party, if any, engaged by the Bank to specifically aid in the performance of its obligations under this Master Agreement, excluding any third party engaged by the Bank, from time to time, in the performance of certain operational, technological, incidental, or back office functions that assist the Bank in its performance of services, on a common basis, for all or most of its customers utilizing such services.

15. INUREMENT: The rights and obligations of the parties to the Master Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to or otherwise permitted in accordance with the terms of the Master Agreement.

16. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Master Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Master Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Bank receiving services or benefits pursuant to the Master Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Bank lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Master Agreement requiring appropriation of funds and limiting the total Maximum Contract Amount payable by the City, if a court of competent jurisdiction finds any provision of the Master Agreement or any portion thereof

to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. FORCE MAJEURE CLAUSE: The Parties shall not be liable for any delay in performance of any of its obligations hereunder due to or caused by, in whole or in part, fire, catastrophe, flood, strikes, labor disputes, embargoes, shortages of materials, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, legal constraint, fraud or forgery (other than on the part of the other party or its employees), 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, epidemics, pandemics, or any other causes beyond the control of the Parties and that could not have been prevented by exercising reasonable efforts. Further, the Parties shall have the duty to take reasonable actions to continue performance and to mitigate or prevent further delays or losses resulting from such causes. The non-performing Party shall give prompt written notice and details of the force majeure event and its plans to continue performance and to mitigate or prevent further delays or losses to the other Party. Except for those commitments identified in the written notice, the non-performing Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement nor shall such Party be relieved of any payment or reimbursement obligation. If the Force Majeure event continues for a period of more than ninety (90) days from the date of the written notice, the other Party shall be entitled, at its sole discretion, to terminate the Agreement without any waiver of claims.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Master Agreement; and the Bank shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Bank shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Master Agreement. The Bank represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities or conduct that would affect the judgment, actions or work of the Bank by placing the Bank's own interests, or

the interests of any party with whom the Bank has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Master Agreement in the event it determines a conflict exists, after it has given the Bank written notice describing the conflict.

c. The City acknowledges that the Bank has banking and other business relationships in the normal course of business with various persons or entities, and is a wholly owned subsidiary of a publicly traded company that may include shareholders that are employees or relatives of employees of the City, which, in turn, may indirectly benefit from revenues received through the Bank's performance under this Master Agreement. The J.P. Morgan Code of Conduct prohibits any employee in general from acting on behalf of the Bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or family members are affiliated. The Bank's representations contained in this section are based upon the knowledge of the Bank's signatory to the Master Agreement, based upon due inquiry or employees or agents of the Bank that such signatory deems appropriate under the circumstances and is subject to the foregoing disclosure relative to "conflicts of interest."

21. NOTICES: Notices concerning termination of the Master Agreement, alleged or actual violations of the terms of the Master Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Bank at:

JPMorgan Chase Bank, N.A.
1145 16th Street, 5th Floor
Denver, CO 80202
Attn: David C. May or Gov't Industry Manager
Telephone: (303) 244-3043
Email: David.C.May@jpmorgan.com

and if to the City at:

Manager of Finance
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Attn: Alyssa Garrity, Cash and Capital Funding Division

With a copy of any such notice to:

Attn: Municipal Operations Section

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification. All Account Statements and notices may be sent to the City by ordinary mail, courier, electronic transmission (including but not limited to SWIFT communication), through internet sites, or by such other means as the City and the Bank agree upon from time to time, at the address of the City on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by electronic transmission or by such other means as the City and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

22. DISPUTES: All disputes between the City and Bank regarding the Master Agreement will be submitted for review by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager. Such determination shall be subject to judicial review as provided in D.R.M.C. § 56-106(f).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Master Agreement, the Bank may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Bank shall insert the foregoing provision in all subcontracts.

24. GOVERNING LAW; VENUE: The Master Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly

incorporated into the Master Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Master Agreement will be in the District Court of the State of Colorado, Second Judicial District or, if the jurisdictional prerequisites are met in the U.S. District Court for the District of Colorado.

25. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Bank's provision of services hereunder, the Bank shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Bank expressly acknowledges that the Bank is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Bank, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26. COMPLIANCE WITH ALL LAWS: In performing the services required of the Bank under this Master Agreement, the Bank shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act, the "Public Deposit Protection Act" (C.R.S., Section 11-10.5-101, et seq., as amended) and all federal and state banking and tax laws, to the extent they are binding on the Bank in its performance of the services under the Master Agreement ("Relevant Laws"). All certifications made in the Recitals to this Master Agreement are incorporated herein. In addition, the Bank shall, upon request by the City, within a reasonable time provide written verification of the Bank's compliance with Relevant Laws, except to the extent otherwise disclosed in the Bank's 10-K, 10-Q, or 8-K filings with the U.S. Securities Exchange Commission. Because the Bank will be acting as an independent contractor, other than actions taken by the Bank upon the explicit direction of the City, the City assumes no responsibility for the Bank's acts or failure to act.

The City recognizes that the Bank complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that the Bank verify certain information about customers. The Bank reserves the right, at any time, to request

information that may assist the Bank in compliance with these laws. City agrees to provide such information as requested by the Bank, including, without limitation, information about Account Holders, to the extent permitted or required by law.

27. PROHIBITED TERMS: Any term included in this Agreement that requires the City to indemnify or hold Bank harmless; limits Bank's liability for damages resulting from death, bodily injury, or damage to property of the City; or that conflicts with this provision in any way shall be void ab initio.

28. LEGAL AUTHORITY: Bank represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Master Agreement on behalf of the Bank represents and warrants that he has been fully authorized by the Bank to execute the Master Agreement on behalf of the Bank and to validly and legally bind the Bank to all the terms, performances and provisions of the Master Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Master Agreement if there is a dispute as to the legal authority of either the Bank or the person signing the Master Agreement on behalf of the Bank to enter into the Master Agreement.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Master Agreement, and the Master Agreement will not be construed against any party merely because the Master Agreement or any provisions thereof were prepared by a particular party.

30. GENERAL CONSTRUCTION:

a. The words "party" and "parties" refer only to a named party to the Master Agreement unless the context indicates otherwise.

b. Except when referring to a time period, as in paragraph 3, the word "term" is to be read as if followed by the phrase ", conditions, and covenants".

c. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation" unless specifically qualified by words of limitation.

d. The captions and headings set forth in the Master Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms.

e. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda

thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

31. ORDER OF PRECEDENCE: In the event of any conflicts between the language of paragraphs 1 through 38 hereof and the exhibits, the language of paragraphs 1 through 38 hereof controls. In the event of any conflicts between the language of the exhibits, the order of precedence of control among those exhibits, from the controlling exhibit, shall be C (Certificate(s) of Insurance), B (Pricing Schedule(s)), and A (Scope of Work or Service Terms). Further, to the extent other certain collateral documents are referenced in the exhibits, those documents are supplemental only and this Master Agreement controls to the extent of any conflict between the language of the Master Agreement and the collateral documents. The Bank expressly acknowledges and agrees with respect to the collateral documents that the City is legally able to pay only such sums as have been appropriated by City Council as set forth in paragraph 4 of the Master Agreement, that the City shall not under any circumstances indemnify the Bank, and that the City has not waived any right afforded to it.

32. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Bank acknowledges and accepts that, in performance of all work under the terms of this Master Agreement, the Bank may have access to Proprietary Data or Confidential Information that may be owned or controlled by the City or the City's vendors, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Bank agrees that all Proprietary Data or Confidential Information provided or otherwise disclosed by the City to the Bank in connection with the Services under this Master Agreement shall be held in confidence and used only in the performance of its obligations under this Master Agreement or as expressly provided under the Service Terms ("Permitted Use"). The Bank shall exercise the same standard of care to protect such Proprietary Data and Confidential Information as a reasonably prudent bank would to protect its own proprietary or confidential data. "Proprietary Data or "Confidential Information" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and shall include protected and sensitive data as set forth in § 24-73-101, C.R.S., as amended that are not otherwise in the public domain (except as a result of a breach of confidentiality), or which would not be documents subject

to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Bank by the City in connection with the Services under this Master Agreement. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use of Proprietary Data or Confidential Information:

(i) Except as necessary in connection with a Permitted Use, the Bank agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Master Agreement. The Bank further acknowledges that by providing this Proprietary Data or Confidential Information, the City is not granting to the Bank any right or license to use such data except as provided in this Master Agreement. The Bank further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or Confidential Information without written authorization from the Manager except as necessary in connection with a Permitted Use.

(ii) The Bank agrees, with respect to the Proprietary Data and Confidential Information, that except as necessary in connection with a Permitted Use: (1) the Bank shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Bank shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Bank shall, upon the City's request after the expiration or earlier termination of the Master Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City. Notwithstanding the foregoing, the Bank may retain data and information as required under its standard record retention policies, and is not required to destroy or return any electronic records created pursuant to automatic archiving and back-up procedures and the like, which cannot reasonably be returned or destroyed.

(iii) **Safeguarding City Confidential Information.** "Confidential Information" includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information. To the extent there is any uncertainty as to whether data constitutes Confidential Information, the

data in question shall be treated as Confidential Information until a determination is made by the City or an appropriate legal authority. The Bank shall only use, hold, and maintain Confidential Information in facilities located within the United States or located outside of the United States so long as the technology data protection practices are compliant with US data protection and security laws applicable to banks. For the avoidance of doubt, the parties will reasonably cooperate to achieve annual security reviews required by the City's Technology Services agency. Disclosure of Confidential Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Confidential Information, and the City implements and maintains technical controls reasonably designed to safeguard Confidential Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Confidential Information, notwithstanding the third party's physical possession of Confidential Information. The City has a legal obligation in agreements using data to disclose the obligations of "Third-Party Service Providers" as defined by § 24-73-103 C.R.S. to comply if required to maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. and the City meets its legal obligation by including this sentence.

C. Employees and Sub-contractors: The Bank has implemented a stringent code of conduct ("Code of Conduct") that requires its employees and officers, including those that perform services under this Master Agreement, to maintain customer data, including, without limitation, Proprietary Data, in the strictest confidence during the Term of this Master Agreement. All confidentiality requirements and obligations of the Bank under this Master Agreement shall survive the expiration or earlier termination of this Master Agreement. The Bank shall not disclose Proprietary Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Master Agreement.

D. Disclaimer: Notwithstanding any other provision of this Master Agreement, the City is furnishing Proprietary Data and Confidential Information that is not known to the City to be inaccurate or incomplete. The City agrees to contact the Bank immediately if any information provided by the City is learned to be inaccurate or incomplete. The Bank is hereby advised to verify its work. The City assumes no liability for any errors or omissions in information provided by the City to the Bank in connection with the Services, unless the City is expressly responsible for such

information under the Service Terms.. Except as set forth in paragraph 4 the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties unrelated to the City, or for similar costs. If discrepancies are found, the Bank agrees to contact the City immediately.

E. Bank's Information: The City shall endeavor, to the extent provided by law, to treat as confidential the Bank application programs or any trade secrets, processes, proprietary data, and information or documentation, which has been specifically marked or otherwise delineated as "confidential" (collectively "Bank Confidential Information") constitute the valuable properties and trade secrets of the Bank, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Bank a competitive advantage. The City agrees during the term of this Master Agreement and thereafter, to hold the Bank Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the services provided hereunder, and except as required by law. The parties understand that all the material provided or produced under this Master Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise the Bank of such request in order to give the Bank the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Bank agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Bank further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Bank's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court. Upon termination of this Master Agreement and provided there is no active request for City disclosure, the City shall return all materials to the Bank, or if requested by the Bank destroy all copies of Bank Confidential Information.

33. INTELLECTUAL PROPERTY RIGHTS: While the City and the Bank do not anticipate that the Bank will be preparing any customized materials that are specific only to the City, to the extent that the Bank may depict the City's logos or other trademarks or service marks of the City (the "City's Marks"), on any materials that the Bank provides to the City in connection with the performance of the Services, such as user manuals, references, and the like, the City shall retain all property rights in and to the City's Marks. The Bank agrees that it will not utilize the City's Marks in any manner, absent the prior consent of the City. In addition, if and to the extent that the City and the Bank may specifically agree that the Bank provide certain documents or materials on a "work for hire" basis that are specifically designed exclusively for the City and identified in a writing executed by both of them ("City Materials"), the City and the Bank agree that all property rights to any and all City Materials shall belong to the City. The Bank shall not withhold City Materials or information about City Materials from the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et. seq.*, the City Materials are a "work made for hire" and all ownership of copyright in the City Materials shall vest in the City at the time the City Materials are created.

The City and the Bank intend that all property rights to any and all Marks, trade secrets, copyright, computer programs (other than pre-packaged third party software) created by the Bank and only licensed to the City pursuant to this Master Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Bank Materials"), shall belong to the Bank and are the exclusive property of the Bank or the third parties with whom the Bank has secured the rights for the Bank's products. All right title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Bank's products and services and the related Bank logos, product names, and other designations of any nature are reserved to the Bank.

34. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Master Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Master Agreement survive the Master Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Bank's obligations to indemnify the City as set forth in the Master Agreement will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

35. ADVERTISING AND PUBLIC DISCLOSURE: The Bank shall not include any reference to the Master Agreement or to services performed pursuant to the Master Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Master Agreement will be limited to services that have been accepted by the City. The Bank shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to officials of the City, including the Mayor, the Manager, City Council or the Auditor.

36. CITY EXECUTION OF MASTER AGREEMENT: The Master Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

37. MASTER AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Master Agreement, including its Exhibits, is the complete integration of all understandings between the parties as to the subject matter of the Master Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Master Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Master Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Master Agreement or any written amendment to the Master Agreement will have any force or effect or bind the City. The Master Agreement is, and any amendments thereto will be, binding upon the parties and their successors and permitted assigns.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Each Party consents to the use of electronic signatures by the other Party. The Master Agreement, and any other documents requiring a signature hereunder, may be signed electronically by either Party using a mutually agreeable electronic signature platform. The Parties agree not to deny the legal effect or enforceability of the Master Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Master Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. The Parties further acknowledge the other party may retain copies (paper, electronic or otherwise)

of any documents or items relating to the Accounts and Services, as defined in the Service Terms attached as Exhibit A 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 records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including, without limitation, objections arising from the Bank's role or acquiescence in the destruction of the originals.

Remainder of page left intentionally blank.

Contract Control Number: FINAN-202367321-00
Contractor Name: JPMORGAN CHASE BANK, N.A.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____
By: _____

Contract Control Number: FINAN-202367321-00
Contractor Name: JPMORGAN CHASE BANK, N.A.

DocuSigned by:

E04BFD772880470...

By:

DAVID MAY

Name:
(please print)
Authorized officer

Title:
(please print)

ATTEST: [ifrequired]

By: _____

Name:
(please print)

Title:
(please print)

EXHIBIT A

(exhibit follows)

V5.4_04_19_23 (Negotiated)

Consolidated Service Terms

**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, to the extent authorized by applicable law and the Master Agreement, you the Customer acknowledges that it has received and accepts the Service Terms included in this Booklet, in addition to the Account Terms, under the Master Agreement. and such supplements, amendments, notices and additional service terms 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 amended in accordance with the terms of the Master Agreement and 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 Customer and an officer of JPMorgan Chase. We look forward to serving your business needs and thank you again for choosing Chase.

SERVICES FOR CUSTOMERS

A.	ACH Origination Service Terms	V2.2_10_28_22
B.	ACH Transaction Blocking & ACH Transaction Review	V1.2_12_01_17
C.	Lockbox Service Terms	V1.5_05_20_21
D.	Coin and Currency Service Terms	V1.6_12_06_19
E.	Positive Pay Reverse Positive Pay and Payee Verification Terms	V1.5_01_04_23
F.	Controlled Disbursement Service Terms	V1.4_10_25_13
G.	Image Cash Letter Service Terms	V1.10_05_24_21
H.	Remote Capture Service Terms	V2.0_07_17_20
I.	Electronic Channels Service Terms	V1.1_11_26_13

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 by the Bank from time to time pursuant to the terms thereof), 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 accepts the Account Terms, as supplemented by these Service Terms, under the Master Agreement. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

A. ACH ORIGINATION

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") will 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 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 upon concurrent notice to Customer; although Bank will try to notify Customer before Bank does that.

4. Representations. Except as specified below, Customer will be deemed to make the same representations to Bank as the warranties the Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, representations 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 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.

Subject to the terms of the Master Agreement, the Customer agrees to reimburse the Bank or allow the Bank to reverse credit for returned or dishonored items previously credited to the Account Holder's accounts, all overdraft fees, service fees, and out of pocket expenses incurred by the Bank, including but not limited to, fines and fees imposed by applicable law, or rules of clearinghouse networks, funds transfer systems, and the like where such fees fines, and result directly from the Customer's breach of any representation made under this Section or compliance by the Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal, or recall of any entry.

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 represents 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 represents that it is not and will not become a "Third Party Sender" of ACH entries. A "Third Party Sender" is an entity that is not an Originator, which has authorized an Originating Depository Institution (such as the Bank) or another Third Party Sender to transmit a credit entry to the account of a Receiver in order to make a payment from the Originator or to transmit a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator. The Customer will provide prior advance written notice to the Bank if, at any time, these representations become inaccurate and, in such event, the Bank may require further assurances from the Customer and/or discontinue this Service for the Customer.
8. **IAT Entries.** Customer represents that it will not originate any International ACH Transaction (IAT) Entries. In the event that Customer subsequently determines that it wishes to originate such IAT Entries, it will so notify Bank reasonably in advance of such origination. Bank may condition Customer's ability to originate IAT Entries upon Customer's agreement to such further assurances and agreements relative to formatting, currency conversion, reversal of such entries, representations of Customer, and delays in processing and in returns, which, if required by Customer, will be in the form of an amendment to the Master Agreement.
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. **Termination.** In addition to Bank's termination rights under the Master Agreement and the Global Account Terms, Bank shall have the right to terminate or suspend ACH Services upon notice to the Customer in the event of the Customer's breach of the Rules.

B. ACH TRANSACTION BLOCKING & ACH TRANSACTION REVIEW

ACH Transaction Blocking is a Service that allows a Customer to block and return ACH debit and credit Entries originated to the Customer's account with the Bank. ACH Transaction Review allows the Customer to review ACH debit and credit Entries originated and posted to the Customer's account

with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Transaction Blocking:

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

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

- (c) **Transactions Not Affected by Blocking.** ACH debit and credit blocks do not apply to certain transactions. The following types of ACH-related transactions will not be blocked:
 - debits or credits to the Customer's account to offset any ACH credit or debit Entries originated by the Customer through Bank ;
 - reversals of previously received ACH credit or debit Entries;
 - returns or reversals by the RDFI of ACH debit or credit Entries originated by the Customer through the Bank;
 - Reclamation Entries (debits);
 - debits or credits to the Customer's account initiated by the Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments or, with respect to debits, for fees, charges or other amounts the Customer owes the Bank or Bank's affiliates; and
 - debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

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

C. LOCKBOX

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

- 1. **Lockbox Service.** The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are

sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service. The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. Unless and except to the extent required otherwise under applicable law, the Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Customer does not, and will not, request that the Bank process credit card payments received through the Lockbox Service and 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.

- (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 for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS 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 for such services or any other action taken or not taken by the USPS.
- (b) The Bank may, provide the Customer additional optional Services authorized by the Master Agreement or its Exhibits as may be amended from time to time, 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 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 acknowledges 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 assumes the risk and will reimburse the Bank in accordance with and subject to the terms of the Master Agreement 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.

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 acknowledges 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 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 that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.

D. COIN & CURRENCY

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

1. Cash Orders

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

2. Cash Deposits

- 2.1. **Standard Courier Service.** The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely on the Customer's behalf within this scope of the courier services, and not as agent of Bank. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.

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

(a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.
(b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.
- 2.3. **Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.
- 2.4. **Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag.
- 2.5. **Delivery to Unattended Facility.** If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only.
- 2.6. **Responsibility at Unattended Facility.** 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 unattended facility, and the Customer agrees that it will not leave any bags in any unattended 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.

It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.
- 2.7. **Geographical Limitations of Cash Deposits.** Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited.

E. POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer, in accordance with the provisions set forth in these 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 Customer. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer acknowledges 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 Customer has properly set up an issue date limitation, then Bank will compare the date 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 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 the Item is presented to the Bank for payment. If Customer fails to 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 unless and except to the extent provided for or otherwise expressly required under applicable law. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the

event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide 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 is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

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

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

6. Item Payment.

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

7. Over the Counter Presentment 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 or Payee Verification Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. 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 Bank, or any Item which may be printed on various printing devices that allow size or font to vary) ("Non-Standard Items"). 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 in the failure of such Non-Standard Items to systemically be matched to the Issuance Information at the time 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. Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

Customer agrees that the Bank may, without liability to Customer, refuse to deposit any Non-Standard Item, including refusing to accept the deposit at any of the Bank's branch locations. Customer agrees that 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 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) 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, and (b) 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.

Customer agrees that the Bank shall have no obligation or liability to Customer in accordance with these Service Terms (i) in the event the Services are suspended by Bank in accordance with the Account Documentation; or (ii) prior to Customer taking all required steps (including, without limitation, Customer's final activation of the Service [i.e., actioning "pending positive pay"] on the applicable Bank electronic channel) to fully implement the Services contemplated under these Positive Pay, Reverse positive Pay and Payee Verification Service Terms. 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 .

F. CONTROLLED DISBURSEMENTS

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

1. Controlled Disbursement Account. Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. If Customer fails to utilize one of the Bank's positive pay PN: 2549589 DOC ID: 1

services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.

2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.
4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
6. **Routing Transit Number.** Customer will 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 of its features upon notice to the Customer.
7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.
8. **Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Subject to the terms of the Master Agreement, Customer assumes responsibility and will reimburse the Bank for all actions, claims, demands, losses, liabilities or expenses resulting directly from Customer's breach of this Section 8. This reimbursement obligation shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 8, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.

G. IMAGE CASH LETTER

1. **Service.**

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including the Master Agreement 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 attached as an Exhibit to the Master Agreement or by using or continuing to use the Service, Customer acknowledges these Service Terms.

2. **Transmission and Processing.**

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

3. **Image Cash Letter File Deposit Time.**

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

4. **Customer Responsibility.**

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 acknowledges that, except to the extent otherwise required under applicable law, the 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 will provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present a Transmission or the original Check or substitute check more than once to the Bank if the initial Transmission was processed as an ACH transaction and shall be responsible for any and all losses or claims resulting from the Customer presenting such Check or Transmission for payment more than once through any method.

5. Suspension/Cancellation of Service.

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

6. Intellectual Property Ownership.

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

7. REPRESENTATIONS AND DISCLAIMERS.

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

7.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER WILL, 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. Reimbursement. Subject to the terms of the Master Agreement, and except for losses or expenses caused by Bank's failure to exercise ordinary care or willful misconduct, and except to the extent otherwise required under applicable law, the Customer agrees to reimburse the Bank for all actions, claims, demands, losses, liabilities or expenses resulting directly from: (i) Customer's lack of authority to make the representations 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, as provided in the Master Agreement, agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

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

11. Customer Offering Mobile Check Delivery Application.

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

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

12. Online Adjustments Services.

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

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

H. REMOTE CAPTURE SERVICE TERMS

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

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms") subject to the limitations of the Master Agreement. 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 payable in U.S. Dollars and drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data to Bank. The provisions of the Lockbox Service Terms, Account Terms, Client Access Service Terms, and any other applicable Service Terms herein or otherwise attached as an exhibit to the Master Agreement as may be amended by executed amendment 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 acknowledges these Service Terms. If and to the extent there is a conflict between the provisions of these Service Terms will prevail.

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

2. Processing

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

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (i.e., the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may

not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

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

5. Representations.

5.1 Customer represents to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;
- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents 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, so long as the rules do not conflict with the Master Agreement or otherwise applicable law.

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. **Reimbursement.** Subject to the terms of the Master Agreement, and except for losses or expenses caused by Bank's failure to exercise ordinary care or willful misconduct, and except to the extent otherwise required under applicable law, the Customer agrees to reimburse the Bank for all actions, claims, demands, losses, liabilities or expenses, resulting directly from: (i) breach of any of the representations made by Customer pursuant to these Service Terms or the Lockbox Service Terms; and (ii) 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 Responsibility.

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
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any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

12. Audits.

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

I. ELECTRONIC CHANNELS

1. Service and Service Terms.

The Bank will provide a service (the "**Service**") for electronic access to the Customer's account information, reports and data (collectively, "**Data**") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "**Instruction**") and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access® Online, J.P. Morgan Access® Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The Bank will endeavor to provide prior notice of such modifications to the extent reasonably practicable under the circumstances, taking into consideration the business, security, and regulatory environment that underpins the change and the impact upon the Customer's continued usage of the Service. The Service is governed by these terms (the "**Service Terms**"), which incorporate the Bank's terms governing the business accounts and services herein, 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 by executed writing 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.

2. Security Procedures and Other Controls.

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

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

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

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

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

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

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

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

2.4. Security Procedure and Certificate/Token Procedures for API Channel. The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.

- 2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("API Token").
- 2.4.2. **Certificate Procedures and Requirements.** The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.
- 2.4.3. **API Token Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.

2.5. **Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.

2.6. **Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("Authorized Users"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.

2.7. **Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.8. **Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.

2.9. **Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment.

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

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. Subject to the limitations of the Master Agreement, 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 related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer will, 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. 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 properly received by the Bank.

- 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).
- 4.3. The Customer acknowledges that the Secure eMail Application is not intended for the transmission of Instructions to transfer cash, securities or other assets. The Customer shall not transmit, and the Bank shall have no obligation to act upon, any such Instructions transmitted through Secure eMail.

5. Customer Representations.

The Customer represents 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 to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous.

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. These Service Terms shall be governed by and construed in accordance with the laws of the Denver Revised Municipal Code and the State of Colorado, USA (without reference to the conflict of laws rules thereof).

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 on the Customer's behalf. 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 responsible for any delays in any Data, message notification or alert delivered via any mobile device.

EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

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

B. Indonesia

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.
Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

C. Malaysia/Labuan

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

D. Republic of China (Taiwan)

Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."
The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

E. European Union.

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

- (i) 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.
- (ii) 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.
- (iii) 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.

IN WITNESS WHEREOF, Customer and Bank, intending to be legally bound, have executed these Consolidated Service Terms as of the date of signature (Effective Date).

JPMORGAN CHASE BANK, N.A.

CUSTOMER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Document Checklist | JPMORGAN CHASE BANK, N.A.

21 April 2023
CITY AND COUNTY OF DENVER
201 W COLFAX AVE DEPT 1109
DENVER, CO 802025332
USA

Thank you for choosing JPMorgan Chase for your banking needs. Below is a list of documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature within **5 business days** from the day you receive this package. Please let us know if there is any way we can assist you. We understand that on occasion this timeline cannot be met due to other priorities, the complexity of requirements, and/or the availability of authorized signatories. In such cases we kindly ask that you advise us when we can anticipate receipt of the documentation or if there is any additional support we can provide. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

Kind regards,

Geraldine Gomez
+16022214940
georgina.g.gomez@jpmorgan.com
150 W University Dr
Tempe, AZ 85281-3640

	Document Name	ID	Instructions
<input type="checkbox"/>	Global Account Terms	1	For Reference Only
<input type="checkbox"/>	Global Account Terms - US Addendum	2	For Reference Only
<input type="checkbox"/>	Consolidated Service Terms for Commercial Bank and Dealer Commercial Services	3	For Reference Only

ACCOUNT TERMS

V1.7_02_03_21 (Negotiated)

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. By signing the Master Agreement and the Signature Cards the Customer agrees to these 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, and Service Terms may vary applicable law to the extent not prohibited under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, 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 other undertakings to the Bank in relation to 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 by wire, computer or other electronic means; (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, provided that the same are permissible under applicable law, 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. Notwithstanding the foregoing, as long as the Customer is utilizing the Bank's check fraud prevention services, the service terms for such services will apply.

- 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 that individual'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. Subject to the terms of the Master Agreement, 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 pay interest on certain balances in interest bearing Accounts at rates determined by the Bank, 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 charge and pass-through fees and/or charges for Accounts and Services provided by the Bank to the extent set forth in the Master Agreement (collectively "Fees"). Customer will pay all fees in the manner set forth in the Master Agreement.
- (b) Except as otherwise provided in the Master Agreement, 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 or withholding is made;
 - (ii) pay the full amount of the deduction or withholding as required by applicable law;
 - (iii) increase the payment in respect of which the Deduction or withholding is required so that the net amount received by the Bank after the deduction or withholding 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 or withholding; 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. Customer is a tax exempt governmental entity, but in any event the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Tax Documentation and Information. Except to the extent inconsistent with the terms of the Master Agreement and the Customer's status as a tax exempt municipal government, in addition to any Fees or other amounts due, the Customer will pay or reimburse the Bank for any legally charged taxes (including, but not limited to, 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 Account or Services (including payments or receipts to an Account) except if imposed on the overall net income of the Bank. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and represents that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction. Following receipt of applicable sales and use tax exemption certificates, the Bank will not pass-through such taxes from the jurisdiction granting such exemptions.

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 the Master Agreement any overdraft shall be immediately due and payable pursuant to the terms of the Master Agreement by the Customer to the Bank. 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 or amount specified in the Master Agreement and its Exhibits Agreement, 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, subject to the limits of the Master Agreement. Unless agreed in writing, the Bank is under no obligation to permit any overdraft, notwithstanding any prior action or course of dealing.

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. **Reserved.**

10. **Bank Agents; Consents.**

- (a) The Customer authorizes the Bank to retain third parties to act as Bank agents to perform data processing, collection and other services in connection with the Accounts and Services. 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.
- (b) 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.
- (c) 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.
- (d) 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 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. **Notices.**

11.1 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.

11.2 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.

12. **Termination.**

In addition to the termination rights under the Master Agreement, 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.

13. Account Disclosures.

13.1 Rejection of Funds; Reversal of Erroneous Postings. To the extent such action is in accordance with reasonable and usual bank practices:

- (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.

13.2 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 and the collateral agreement prohibits such withdrawals; (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.

13.3 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.

13.4 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.

14. **Governing Law and Procedure.**

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 state of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated and, to the extent pre-empted thereby, the United States of America. Venue for any legal action will be in the District Court of the State of Colorado Second Judicial District or, if the jurisdictional prerequisites are met in the U.S. District Court for the District of Colorado.

15. **Miscellaneous.**

15.1 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.

15.2 Successors and Assigns. To the extent permitted under the Master Agreement, 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; as provided under the Master Agreement.

15.3 Order of Precedence. Any terms of any supplement, amendment, , 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 but shall not supersede or replace any inconsistent provisions of the Master Agreement.

15.4 Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms and the Service Terms.

15.5 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.

15.6 Amendments; Supplements; Waivers. All amendments must be in writing, and subject to the terms of the Master Agreement and as soon as practicable shall be adopted through amending the Master Agreement or Exhibits thereto. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation and amending the Master Agreement or Exhibits thereto. The Service Terms may be amended or supplemented on notice to the Customer and amending the Master Agreement or Exhibits thereto. 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 and as soon as practicable shall be adopted through amending the Master Agreement or Exhibits thereto. By signing the Master Agreement, the Customer agrees to the Account Terms, the Account Documentation, and Service Terms, 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.

15.7 Reserved.

15.8 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.

15.9 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.

15.10 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.

15.11 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.

15.12 Intellectual Property. Other than City Materials (as defined in the Master Agreement), 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.

15.13 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 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 will 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 will 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.

15.14 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. Subject to applicable law and regulations and except as provided in the following sentence, 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. Notwithstanding the foregoing, no Customer acceptance will be inferred from a "click-through" approval, to the extent that the terms of the "click-through" agreement conflict with the terms of the Master Agreement or involve modifications to the Account Terms or the Service Terms that increase the liability of the Customer.

16. Interpleader; Reimbursement.

16.1 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.

16.2 Reimbursement. Subject to the terms of the Master Agreement, the Customer agrees to reimburse the Bank for any out of pocket expenses, fees and costs incurred in connection with the resolution of disputes (including interpleader proceedings, or disputes between Customer and a third party, or any dispute over what persons are authorized to represent or act for the Customer), or in connection with the Bank's response to, any legal or regulatory process relating to an Account or the Services.

17. 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.

IN WITNESS WHEREOF, Customer and Bank, intending to be legally bound, have executed these Account Terms as of the date of signature (Effective Date).

JPMORGAN CHASE BANK, N.A.

CUSTOMER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM TO ACCOUNT TERMS UNITED STATES OF AMERICA

V1.12_01_19_23

(Negotiated)

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 in the manner provided in the Account Terms, and, to the extent such amendment or supplement conflicts with the terms of the Master Agreement, or increases the liability of, or has a material adverse affect on, the Customer, by written amendment to the Master Agreement.

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

- 2.3 The Customer represents 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 will reject Items payable in foreign currency.
- 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 will comply with the endorsement standards of the Bank.
- 3.7 Encoding. If the Customer encodes information on an Item, the Customer represents 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 acknowledges 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 represents 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 further will reimburse the Bank for out of pocket expenses it incurs for a breach of such representations, subject to the terms of the Master Agreement. All other Account and Service Terms governing an Item will apply to an RCC.
- 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 further will reimburse the Bank for out of pocket expenses it incurs for a breach of such representations, subject to the terms of the Master Agreement. All other Account and Service Terms governing an Item will apply to an 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, 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 acknowledges 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 will 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 will not 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 acknowledges 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. In that event, and subject to the Bank satisfying the standard of care imposed upon it under the Master Agreement, the Customer will assume the risk that Items presented for payment against its Account may be forged or altered, subject to the Bank satisfying the standard of care imposed upon it under the Master Agreement, the Bank shall not be required to re-credit Customer's Account or otherwise be required to reimburse any losses arising from the payment of such Items to the extent the Service would likely have prevented such loss. In the event the Bank receives or is presented with Items which appear to be duplicates of each other, the Bank may return one or more of such Items
- 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 paid 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 Reserved.

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 will 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 will comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.

5.11 Reserved.

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

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

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 will 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. 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 **Section 16.1 is replaced with the following provision:** Subject to the UCC as modified by the Rules & Regulations, which shall control, and unless otherwise specifically provided in any Service Terms, the Account Terms, the Account Documentation, Service Terms, the rights and obligations of the Customer and the Bank in respect of each Customer Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of Colorado, (without regard to its conflict of laws rules), incorporating general commercial bank practices applicable to the type of Account and Services provided to the Customer.

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 policies pertaining to any natural or other persons, the Customer represents 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 will 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 that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.
- 17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.
- 17.20 Additional Representation for ERISA Benefit Plans.
- (i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents that:
 - (1) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
 - (2) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;
 - (3) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Service;
 - (4) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;
 - (5) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and
 - (6) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in

a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

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

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges 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 that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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JPMorgan Chase Bank, N.A. Member FDIC.

IN WITNESS WHEREOF, Customer and Bank, intending to be legally bound, have executed this Addendum to Account Terms United States of America, as of the date of signature (Effective Date).

JPMORGAN CHASE BANK, N.A.

CUSTOMER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

V5.4_04_19_23

Business Signature Card



This form captures the signatures of authorized account signers of the Customer. Each signer must use black ink to sign inside the signature box or insert a duplicate image of an original signature. They may also provide a facsimile signature (including a computer generated signature) that can be applied to a check drawn on the Customer's account.








Page 1 of ____

Customer details			
Legal name	Client Name		
Tax ID number	Client Tax ID	<input type="checkbox"/> Signatures for new Account(s)	
Address	Client Line 1, Line 2, Line 3	<input type="checkbox"/> Additional signatures for listed Account(s)	
		<input type="checkbox"/> Replacement of all signatures for listed Account(s)	
City, State ZIP	Client City, State, Zip, Country	Phone	Client Phone Number
Account(s)	Account Numbers and Titles		

Account signers			
Name	Account1 Signer1 Name	Phone number(s)	
Title	Account1 Signer1 Title	Signature	
Business email			
Name	Account1 Signer2 Name	Phone number(s)	
Title	Account 1 Signer2 Title	Signature	
Business email			

Certification			
<p>I certify that I am authorized to sign this document for the Customer and that each:</p> <ul style="list-style-type: none">• I am authorized to sign this document for the Customer• all statements in this document are correct and satisfy our internal account authorization, organization and governing documents• each Account signer's signature, whether an original or a duplicate image of an original, is an accurate and complete representation of that signer's signature• each Account signer is authorized to sign and act for the Customer for each listed Account (including obtaining any service), and• each image (including a facsimile stamp or other mark such as a service, trademark or symbol) is authorized for use when issuing a check.• we have received and are be bound by your Account Terms and Service Terms, which may be amended from time to time pursuant to the terms thereof• a facsimile stamp, electronic signature or other mark may only be used for the issuance of check and that any person who applies such image is authorized to issue, or verify the issuance of, any check drafted against the listed Account, and• you can rely on each Account signer's authority and each facsimile stamp, electronic image or other mark, until you receive written notice from us not to and you will have reasonable opportunity to act on it.			
Signature		Name	
		Title	
Signature		Name	
(if required by your corporate resolution)		Title	

Customer details	
Legal name	Client Name
Account(s)	

Additional account signers			
Name	Account1 Signer3 Name	Phone number(s)	
Title	Account1 Signer3 Title	Signature 	
Business email			
Name	Account1 Signer4 Name	Phone number(s)	
Title	Account1 Signer4 Title	Signature 	
Business email			
Name	Account1 Signer5 Name	Phone number(s)	
Title	Account1 Signer5 Title	Signature 	
Business email			
Name	Account1 Signer6 Name	Phone number(s)	
Title	Account1 Signer6 Title	Signature 	
Business email			
Name	Account1 Signer7 Name	Phone number(s)	
Title	Account1 Signer7 Title	Signature 	
Business email			
Name	Account1 Signer8 Name	Phone number(s)	
Title	Account1 Signer8 Title	Signature 	
Business email			
Name	Account1 Signer9 Name	Phone number(s)	
Title	Account1 Signer9 Title	Signature 	
Business email			



Core Signer Authorization

V1.3_09_30_19

What is this form?

This form allows the Customer to:

- designate officers who manage the Customer's relationship (Managing Officers), and
- provide contact details and an example of each Managing Officer's signature.

This form applies to all Accounts and Services that each Customer has, or in the future may have, with JPMorgan Chase Bank, N.A., and any of its affiliates (the Bank). When first provided, it replaces any prior certificates of incumbency or Customer-level Authorization on file with the Bank

Definitions

A defined term has the meaning given in the Account Terms unless defined here or the context indicates otherwise.

Part 1: Customer

If you need to add more entities, Part 1 continues on the last page.

Legal name	CITY AND COUNTY OF DENVER	TIN/SSN	<input type="text"/>
Organization	<input type="text"/>		
Government Entity	<input type="text"/>	If type is "other", describe here:	<input type="text"/>

Part 2: Managing Officer

Managing Officer authorities

Customer authorizes each Managing Officer to, on its behalf:

- open, maintain or close an Account
- enroll in, agree to use or terminate a Service
- receive, sign or acknowledge any Items, and Account or Service agreements, notices, terms or documents
- order Account payments by paper or electronic means
- give or verify an Instruction
- endorse Items payable to the Customer
- change or withdraw the authority of account signers and Authorized Persons, and
- delegate one or more of these authorities in writing.

If this section is left blank, then the Certifying Officer will be the only Managing Officer for all Accounts and Services.

For a Managing Officer of a **Sole Proprietorship**, this authorization:

- constitutes a durable power-of-attorney appointing each Managing Officer as the Customer's "Attorney-in-fact," and
- will survive the Customer's incompetence, incapacity, or disability.



Managing Officer details

Use this part to add, remove or update a Managing Officer. Each Managing Officer should sign below unless the Customer is relying on a different document containing their signature, which the Bank can accept in its sole discretion.

Check this box if the Managing Officer details provided on this form supersede all previous Core Signer Authorizations: ☐

If you are:

- adding a Managing Officer, complete all fields
- removing a Managing Officer, complete "Name" only, or
- updating a Managing Officer's details, complete "Legal name" and any other applicable field.

What action are you taking for this Managing Officer?		
Name	<input type="text"/>	Title
Business email	<input type="text"/>	Signature
Business phone	<input type="text"/>	
Mobile phone	<input type="text"/>	

What action are you taking for this Managing Officer?		
Name	<input type="text"/>	Title
Business email	<input type="text"/>	Signature
Business phone	<input type="text"/>	
Mobile phone	<input type="text"/>	

What action are you taking for this Managing Officer?		
Name	<input type="text"/>	Title
Business email	<input type="text"/>	Signature
Business phone	<input type="text"/>	
Mobile phone	<input type="text"/>	

What action are you taking for this Managing Officer?		
Name	<input type="text"/>	Title
Business email	<input type="text"/>	Signature
Business phone	<input type="text"/>	
Mobile phone	<input type="text"/>	

Customer agreement

Customer agrees that:

- it has received and is bound by the Account Terms and any applicable Service Terms, supplements, or amendments, and
- a Managing Officer is an Authorized Person under the Account Terms.



Part 3: Certification

The Certifying Officer for a:

- **Business Trust, Corporation, Limited Liability Company or Unincorporated Association** must be the CEO, CFO or COO; president, vice president or treasurer; secretary or assistant secretary; or equivalent officer
- **Trust** must be all trustees or as specified in the trust agreement
- **Joint Venture** must be each joint venturer or as specified in the organizational and governing documents
- **Political Action Committee** must be the committee treasurer or assistant treasurer
- **General Partnership or Limited Partnership** must be the managing partner, or each partner if a managing partner has not been designated, or as specified in the organizational and governing documents
- **Sole Proprietorship** must be the only owner of a business that is not a corporation, partnership, limited liability company, or any other form of business entity, or
- **Government Entity** must be the public official who is legally authorized to establish and administer the Government Entity's financial accounts (Financial Officer), or the custodian of the Government Entity's official records (Certifying Official).

Certifying Officers

I certify that for each Customer identified in Part 1:

- I am authorized to sign this document on the Customer's behalf, and
- all statements in this document are correct and consistent with its organizational and governing documents.

Are you also a Managing Officer? ☐ Yes ☐ No

Name	<input type="text"/>	Title	<input type="text"/>
Business email	<input type="text"/>	Signature	<input type="text"/>
Business phone	<input type="text"/>		
Mobile phone	<input type="text"/>	Date	<input type="text"/>

Are you also a Managing Officer? ☐ Yes ☐ No

Name	<input type="text"/>	Title	<input type="text"/>
Business email	<input type="text"/>	Signature	<input type="text"/>
Business phone	<input type="text"/>		
Mobile phone	<input type="text"/>	Date	<input type="text"/>

Certifying Officer (Government Entities only)

If a Financial Officer has signed above, an official other than the Financial Officer must also sign below.

The Certifying Officer below certifies that the Financial Officer:

- holds the office indicated above
- in accordance with applicable law or other authority, is authorized to establish and administer the Accounts and to take all actions and enter into all agreements described in this Authorization, and
- is the person whose signature appears above.

Are you also a Managing Officer? ☐ Yes ☐ No

Name	<input type="text"/>	Title	<input type="text"/>
Business email	<input type="text"/>	Signature	<input type="text"/>
Business phone	<input type="text"/>		
Mobile phone	<input type="text"/>	Date	<input type="text"/>



Core Signer Authorization – Multi-Entity (continued from Part 1) [Click here to go to Part 1](#)

#	Legal name	TIN/SSN	Organization	Government Entity	If type is "other",
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

EXHIBIT B

(exhibit follows)

Pro Forma Analysis

J.P.Morgan

Prepared for City and County of Denver

General Banking and Merchant Card Processing Services Proposal - No.29290

Service Analysis

ACCOUNT SERVICES

105 - DAILY OVERDRAFT OCCURRENCE FEE	\$28.0000
108 - NEGATIVE COLLECTED BAL FEE	\$0.0000
1005 - ACCOUNT MAINTENANCE	\$0.0000
1010 - STATEMENT CYCLES	\$0.0000
1014 - ACCOUNT STATEMENT - PAPER	\$0.0000
1015 - STATEMENT CYCLES - ENHANCED	\$3.7500
1018 - ADDITIONAL ADDRESS PAPER	\$0.0000
1076 - AUDIT CONFIRMATIONS	\$100.0000
1756 - ONLINE AUDIT CONFIRMATIONS	\$25.0000
3499 - POST NO CHECKS MAINTENANCE	\$0.0000
7640 - CREDIT POSTED- ELECTRONIC	\$0.0000
7641 - DEBIT POSTED - ELECTRONIC	\$0.0000
7856 - CASH CONCENTRATION MAINTMASTER	\$0.0000
7857 - CASH CONCENTRATION MAINT SUB	\$10.0000

1112 - ARC DEBIT ORIGINATED	\$0.0739
1152 - REMOTE DEPOSIT ACH MAINT	\$20.0000
2695 - ACH MAINTENANCE	\$10.0000
2700 - CREDIT ORIGINATED	\$0.0150
2705 - DEBIT ORIGINATED	\$0.0150
2710 - DELETION / REVERSAL - MANUAL	\$0.0000
2714 - ACH IMPLEMENTATION-DIRECT SEND	\$1,000.0000
2716 - CREDIT RECEIVED	\$0.0000
2717 - DEBIT RECEIVED	\$0.0000
2720 - RETURN ITEM	\$2.0000
2722 - NOTIFICATION OF CHANGE	\$0.5000
2729 - RETURN NOTIFICATION - ONLINE	\$0.0000
2730 - NOTIF OF CHANGE - ONLINE	\$0.0000
2732 - ELOCKBOX FILE PROCESSING	\$4.0000
2740 - RETURN ITEM REDEPOSIT	\$0.5000
2742 - CREDIT ORIGINATED - JPM ACCESS	\$0.0150
2744 - DEBIT ORIGINATED - JPM ACCESS	\$0.0150
2746 - JPM ACCESS ACH MAINTENANCE	\$10.0000
2753 - DELETION / REVERSAL - ELEC	\$0.0000
2765 - ACH BATCH/FILE PROCESSED	\$1.0000
2796 - ADDENDA RECORD ORIGINATED	\$0.0000
2809 - NOTIF OF CHANGE - EMAIL	\$2.2500
2810 - RETURN NOTIFICATION - EMAIL	\$3.5000
2814 - NOTIF OF CHANGE - TRANSM	\$0.0000
2818 - RETURN NOTIFICATION - TRANSM	\$0.0000
2860 - TRANSACTION BLOCK MAINTENANCE	\$5.0000
2861 - ACH TRANS BLOCK AUTHORIZED ID	\$0.5000
5489 - ELOCKBOX MAINTENANCE	\$25.0000
5490 - ELOCKBOX TRANSACTION RECEIVED	\$0.0500
5493 - ELOCKBOX ADDENDA RECEIVED	\$0.0200
7619 - TRANSACTION SUMMARY REPORT	\$10.0000
8019 - ACH ORIGINATED SAME DAY CREDIT	\$0.5000
8020 - ACH ORIGINATED SAME DAY DEBIT	\$0.5000
8023 - ACH UNAUTHORIZED ENTRY FEE	\$0.0000

1306 - BRANCH CREDITS POSTED	\$2.0000
1318 - BRANCH ORDER - COIN ROLL	\$0.0600
1319 - BRANCH ORDER CURRENCY STRAP	\$0.3000
1320 - BRANCH DEPOSIT IN NON STD BAG	\$2.0000
1332 - BRANCH DEPOSIT ADJUSTMENT	\$2.0000
1333 - BRANCH ORDER PROCESSED	\$0.0000
7173 - NIGHT DROP CASH VERIFICATION	\$0.0015
7174 - TELLER LINE CASH VERIFICATION	\$0.0030

501 - CHECK DEPOSITED-ON US	\$0.0600
513 - CHECK DEPOSITED-TRANSIT	\$0.0850
519 - IMAGE GROUP ONE	\$0.0350
520 - ON-US STANDARD	\$0.0250
524 - FILE TRANSMISSION REC.- VPN	\$150.0000 *(Flat Fee)
526 - IMAGE GROUP TWO	\$0.0250
528 - IMAGE GROUP TWO - TIER 2	\$0.0320
746 - ON US PREMIUM	\$0.0500
756 - ICL DEPOSIT STANDARD	\$1.5000
757 - IMAGE QUALITY SUSPECT ITEMS	\$0.2500
758 - NON-CONFORMING IMAGE ITEMS	\$0.0000
759 - ICL DEPOSIT EARLY	\$1.0000
1400 - CREDITS POSTED	\$0.6500
1435 - RETURN ITEM	\$5.0000
1436 - RCK ACH REDEPOSIT	\$0.0000
1437 - RETURN MULTIPLE LOCATIONS	\$2.0000
1446 - RETURN IMAGE	\$0.5000
1448 - RETURN DETAIL REPORTING	\$0.0500
1449 - RETURN SINGLE ITEM ADVICE	\$2.0000
1450 - RETURN ITEM REDEPOSIT	\$1.0000
1452 - RETURN - EMAIL NOTIFICATION	\$1.0000
1455 - RETURN MAKER NAME	\$0.0500

1321 - CHECK CASHING NON-ACCT HOLDER	\$15.0000
2205 - CONTROLLED DISB ACCT MAINT	\$50.0000
2210 - CONTROLLED DISB CHECK POSTED	\$0.1000
2338 - STOP PAYMENT AUTOMATIC RENEWAL	\$2.5000
2370 - CHECK / DEBIT POSTED	\$0.0600
3470 - CHECK PRINT MAINTENANCE	\$60.0000
** 3471 - TS PRNT OUTSRCING SETUP	\$5,000.0000
3472 - CHECK PRINT ITEM-JPM ACCT	\$0.5500
3473 - CHECK PRINT ITEM-NON JPM ACCT	\$1.5000
3474 - CHECK PRINTING STMT PRINT	\$1.0000
3475 - CHECK PRINTING ADDL PAGE	\$0.2000
3476 - CHECK PRINT MANUAL PULL	\$35.0000
3477 - CHECK PRINT REGISTER FILE	\$10.0000
3479 - CHECK PRINT INSERT	\$0.0100
3480 - CHECK PRINT INPUT FILE	\$10.0000
3487 - CHECK PRINT POSTAGE	\$0.4509
3488 - CHECK PRINT FOREIGN POSTAGE	\$1.0200
3491 - PRINT OUTSOURCING ADVICE PRINT	\$1.0000
3493 - PRINT OUTSOURCING ENVELOPES	\$0.0522
3494 - PRINT OUTSOURCING SHIPPING BOX	\$2.9021
3495 - IMAGE STORAGE PER ITEM	\$0.0300
5234 - CONTROLLED DISB FUNDING	\$0.0000
6618 - CHECK INQUIRY MAINTENANCE	\$10.0000
6621 - IMAGING MAINTENANCE	\$25.0000
6625 - EXCEPTION NOTIFICATION - ACCT	\$10.0000
6634 - EXTENDED PAID CHK DATA STORAGE	\$0.0100
6639 - STOP PAYMENT - ELECTRONIC	\$10.0000
6641 - DATA DOWNLOAD	\$20.0000
6645 - IMAGE RETRIEVAL PER RETRIEVE	\$1.0000
6646 - IMAGE RETRIEVAL >91DAY	\$5.0000
7714 - CHECK PRNT CASHIER'S CHECK	\$10.0000
7715 - CHECK PRINT DIRECT ENTRY	\$3.0000
7772 - CHECK PRINT ONLINE MAINT	\$75.0000
7773 - CHECK PRINT FILE UPLOAD	\$10.0000

8831 - DIGITAL BILL PAYMENT-PAYMENTUS	\$0.0000
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6179 - RECEIVABLES MAINT - ONLINE	\$30.0000
6185 - EXTENDED IMAGE STORAGE	\$0.0035
6187 - LONG TERM STORAGE - CHECK	\$0.0200
6188 - LONG TERM STORAGE - DOCUMENT	\$0.0400
6198 - RECEIVABLES MAIN - REPORTS	\$0.0000

6800 - TRANSMISSION MAINT - INBOUND	\$100.0000
6852 - TRANSMISSION MAINT - DATA	\$50.0000
6853 - TRANSMISSION PER ITEM - DATA	\$0.0067
6854 - RECEIVABLES MAINT - DOWNLOADS	\$0.0000
3941 - DEPOSITED CHECK - CANADIAN	\$0.0000
3947 - FOREIGN CHECK RETURN (CAD)	\$25.0000
6041 - ACCOUNTS REPORTED	\$0.0000
6043 - TRANSACTIONS REPORTED - 45 DAY	\$0.0500
6044 - TRANSACTIONS REPORTED - 90 DAY	\$0.2000
6045 - TRANSACTIONS REPORTED - 1 YEAR	\$0.0700
6052 - CONT DISB CHECKS REPORTED	\$0.0500
6053 - EXTENDED TRANSACTION DETAIL	\$0.0000
6076 - ACCT TRANSFER ITEM	\$2.2500
1100 - MISCELLANEOUS SERVICES	\$0.0000
7950 - AVS ACCOUNT VERIFICATION	\$0.1500
7951 - AVS ACCOUNT AUTHENTICATION	\$0.1500
2631 - EDI DETAIL REPORT JPMACCESS	\$2.0000
3262 - POSITIVE PAY MAINTENANCE	\$0.0000
3263 - EXCEPTION ITEM	\$1.0000
3268 - PP NON RECON MAINTENANCE	\$25.0000
3269 - ISSUE INPUT WITHOUT RECON	\$5.0000
3270 - POS PAY WITHOUT RECON ITEMS	\$0.0000
3272 - CHECK EXCEPTION RETURN	\$10.0000
3293 - EXCESSIVE ARP REJECTS	\$0.0000
3294 - DATA ENTRY - MANUAL	\$0.0000
3386 - IMAGE CAPTURE PER ITEM	\$0.0500
6107 - SNLB SCANNABLE ITEM	\$0.2300
6108 - SNLB OCR DOCUMENT	\$0.0000
6141 - SNLB OCR DOC IMAGE CAPTURE	\$0.0300
6142 - SPECIAL IMAGE HANDLING	\$0.2000
6209 - SNLB SORT - MANUAL	\$0.0000
6210 - SNLB BALANCING	\$0.0000
1310 - VAULT DEPOSIT	\$1.2500
1459 - VAULT DEPOSIT PER \$1,000	\$1.0000
1475 - VAULT DEPOSIT ROLLED COIN	\$0.0600
1476 - VAULT ORDER COIN ROLLS	\$0.1000
1477 - VAULT ORDER - COIN ROLL BOX	\$0.0600
1495 - VAULT STANDARD ORDERS	\$7.0000
1497 - VAULT ORDER CURRENCY STD STRAP	\$0.4000
1498 - VAULT EXPEDITED SPECIAL ORDERS	\$25.0000
1499 - VAULT ORDER CURR NON STD STRAP	\$0.0200
1506 - VAULT DEP PARTIAL OR MIXED BAG	\$7.5000
1525 - VAULT DEPOSIT STD COIN BAG	\$1.0000
1617 - VAULT DEPOSIT ADJUSTMENT	\$6.0000
6101 - LOCKBOX - MAINT	\$72.0000
6102 - WNLB ADDITIONAL DAILY DEPOSIT	\$0.0000
6106 - WHOLESALE ITEM	\$0.4400
6114 - UNPROCESSABLE ITEM	\$0.0000
6115 - NO CHECK ITEM	\$0.2500
6116 - CHECK CLEARING	\$0.0800
6117 - INCOMING COURIER PACKAGE	\$6.8000
6120 - CASH PROCESSING	\$4.1500
6126 - CHECK MICR CAPTURE	\$0.0200
6127 - DATA CAPTURE	\$0.0100
6135 - PAPER DELIVERY PREP	\$0.0750

6138 - POSTAGE	\$0.4509
6140 - DOCUMENT IMAGE CAPTURE	\$0.1900
6154 - ADDITIONAL PROGRAMMING	\$150.0000
6167 - WNLB >10 ACCEP PAY > 5 UNACCE	\$0.0000
6170 - WNLB GROUP/SORTS - COMPLEX	\$0.1200
6171 - WNLB BALANCING	\$0.0000
6245 - DEPOSIT PREPARATION	\$0.0000

5445 - FW SURCHARGE POST 5PM RECEIPT	\$0.2100
5446 - FW SURCHARGE \$10 MILLION+ D/C	\$0.1400
5447 - FW SURCHARGE \$100 MILLION+ D/C	\$0.3600
5822 - ELECTRONIC BOOK DEBIT S/T	\$1.0000
5824 - ELECTRONIC FED DEBIT S/T	\$2.0000
5826 - ELECTRONIC CHIP DEBIT S/T	\$2.0000
5882 - REPETITIVE INSTRUCTION STORAGE	\$0.0000
5883 - FED TRANSFER FEE	\$0.0000
5884 - CHIPS MESSAGE FEE	\$0.0000
5886 - BOOK CREDIT	\$0.0000
5887 - FED CREDIT S/T	\$2.0000
5888 - FED CREDIT REPAIR	\$3.0000
5889 - CHIPS CREDIT S/T	\$2.0000
5928 - MAIL CREDIT ADVICE	\$2.5000

Comparative Pricing Analysis - JPMorgan Current and Proposed

Service Description	AFP	Number of Units	Current Unit Price	Proposed Unit Price	Change
ACCOUNT SERVICES					
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	3	\$28.0000	\$28.0000	
108 - NEGATIVE COLLECTED BAL FEE	000210	1	\$0.0000	\$0.0000	
1005 - ACCOUNT MAINTENANCE	010000	34	\$0.0000	\$0.0000	
1010 - STATEMENT CYCLES	010307	31	\$0.0000	\$0.0000	
1014 - ACCOUNT STATEMENT - PAPER	010310	1	\$0.0000	\$0.0000	
1015 - STATEMENT CYCLES - ENHANCED	010307	3	\$3.7500	\$3.7500	
1018 - ADDITIONAL ADDRESS PAPER	010310	1	\$0.0000	\$0.0000	
1076 - AUDIT CONFIRMATIONS	010630	0	\$100.0000	\$100.0000	
1756 - ONLINE AUDIT CONFIRMATIONS	010630	0	\$25.0000	\$25.0000	
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	15	\$0.0000	\$0.0000	
7640 - CREDIT POSTED- ELECTRONIC	010101	3,497	\$0.0000	\$0.0000	
7641 - DEBIT POSTED - ELECTRONIC	010100	864	\$0.0000	\$0.0000	
7856 - CASH CONCENTRATION MAINTMASTER	010020	1	\$0.0000	\$0.0000	
7857 - CASH CONCENTRATION MAINT SUB	010021	10	\$30.0000	\$10.0000	Decrease
Overall Change					Decrease
AUTOMATED CLEARING HOUSE					
1112 - ARC DEBIT ORIGINATED	25010F	65	\$0.0739	\$0.0739	
1152 - REMOTE DEPOSIT ACH MAINT	250000	1	\$20.0000	\$20.0000	
2695 - ACH MAINTENANCE	250000	19	\$20.0000	\$10.0000	Decrease
2700 - CREDIT ORIGINATED	250101	36,335	\$0.0300	\$0.0150	Decrease
2705 - DEBIT ORIGINATED	250100	18,734	\$0.0300	\$0.0150	Decrease
2710 - DELETION / REVERSAL - MANUAL	250620	1	\$0.0000	\$0.0000	
2716 - CREDIT RECEIVED	250201	2,828	\$0.0000	\$0.0000	
2717 - DEBIT RECEIVED	250200	489	\$0.0000	\$0.0000	
2720 - RETURN ITEM	250302	188	\$2.5000	\$2.0000	Decrease
2722 - NOTIFICATION OF CHANGE	251070	76	\$0.5000	\$0.5000	
2729 - RETURN NOTIFICATION - ONLINE	250400	141	\$0.0000	\$0.0000	
2730 - NOTIF OF CHANGE - ONLINE	250400	52	\$0.0000	\$0.0000	
2732 - ELOCKBOX FILE PROCESSING	250501	21	\$10.0000	\$4.0000	Decrease
2740 - RETURN ITEM REDEPOSIT	250310	12	\$0.5000	\$0.5000	
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	49	\$0.0300	\$0.0150	Decrease
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	58	\$0.0300	\$0.0150	Decrease
2746 - JPM ACCESS ACH MAINTENANCE	250000	5	\$20.0000	\$10.0000	Decrease
2753 - DELETION / REVERSAL - ELEC	250620	7	\$0.0000	\$0.0000	
2765 - ACH BATCH/FILE PROCESSED	250501	180	\$14.0000	\$1.0000	Decrease
2796 - ADDENDA RECORD ORIGINATED	250120	35,212	\$0.0000	\$0.0000	
2809 - NOTIF OF CHANGE - EMAIL	251070	25	\$2.2500	\$2.2500	
2810 - RETURN NOTIFICATION - EMAIL	250400	49	\$3.5000	\$3.5000	
2814 - NOTIF OF CHANGE - TRANSM	251070	26	\$0.0000	\$0.0000	
2818 - RETURN NOTIFICATION - TRANSM	250400	58	\$0.0000	\$0.0000	
2860 - TRANSACTION BLOCK MAINTENANCE	251050	34	\$5.0000	\$5.0000	
2861 - ACH TRANS BLOCK AUTHORIZED ID	251051	70	\$0.5000	\$0.5000	
5489 - ELOCKBOX MAINTENANCE	250000	1	\$50.0000	\$25.0000	Decrease
5490 - ELOCKBOX TRANSACTION RECEIVED	050300	614	\$0.0500	\$0.0500	
5493 - ELOCKBOX ADDENDA RECEIVED	250220	426	\$0.0200	\$0.0200	
7619 - TRANSACTION SUMMARY REPORT	250702	94	\$10.0000	\$10.0000	
8019 - ACH ORIGINATED SAME DAY CREDIT	250101	1	\$0.5000	\$0.5000	
8020 - ACH ORIGINATED SAME DAY DEBIT	250100	0	\$0.5000	\$0.5000	
8023 - ACH UNAUTHORIZED ENTRY FEE	250312	29	\$0.0000	\$0.0000	
Overall Change					Decrease
BANKING CENTER SERVICES					
1306 - BRANCH CREDITS POSTED	100000	743	\$0.4000	\$2.0000	Increase
1318 - BRANCH ORDER - COIN ROLL	100044	34	\$0.0600	\$0.0600	
1319 - BRANCH ORDER CURRENCY STRAP	10004A	65	\$0.3000	\$0.3000	
1320 - BRANCH DEPOSIT IN NON STD BAG	100012	8	\$2.0000	\$2.0000	
1332 - BRANCH DEPOSIT ADJUSTMENT	100500	9	\$0.0000	\$2.0000	Increase
1333 - BRANCH ORDER PROCESSED	100040	31	\$0.0000	\$0.0000	
7173 - NIGHT DROP CASH VERIFICATION	100000	8,602	\$0.0007	\$0.0015	Increase
7174 - TELLER LINE CASH VERIFICATION	100000	101,986	\$0.0022	\$0.0030	Increase

Overall Change					Increase
DEPOSITORY SERVICES					
501 - CHECK DEPOSITED-ON US	100220	2,245	\$0.0600	\$0.0600	
513 - CHECK DEPOSITED-TRANSIT	100224	14,850	\$0.0850	\$0.0850	
519 - IMAGE GROUP ONE	100214	439	\$0.0350	\$0.0350	
520 - ON-US STANDARD	100210	11	\$0.0250	\$0.0250	
524 - FILE TRANSMISSION REC.- VPN		22			
		Flat	\$150.0000	\$150.0000	
528 - IMAGE GROUP TWO - TIER 2	100214	131	\$0.0320	\$0.0320	
746 - ON US PREMIUM	100210	425	\$0.0500	\$0.0500	
757 - IMAGE QUALITY SUSPECT ITEMS	100200	2	\$0.2500	\$0.2500	
758 - NON-CONFORMING IMAGE ITEMS	100200	1	\$0.0000	\$0.0000	
759 - ICL DEPOSIT EARLY	100200	21	\$1.0000	\$1.0000	
1400 - CREDITS POSTED	010101	2,025	\$0.4700	\$0.6500	Increase
1435 - RETURN ITEM	100400	74	\$2.0000	\$5.0000	Increase
1436 - RCK ACH REDEPOSIT	100400	24	\$0.0000	\$0.0000	
1437 - RETURN MULTIPLE LOCATIONS	100430	98	\$2.0000	\$2.0000	
1446 - RETURN IMAGE	100415	113	\$0.5000	\$0.5000	
1448 - RETURN DETAIL REPORTING	100411	113	\$0.0500	\$0.0500	
1449 - RETURN SINGLE ITEM ADVICE	100401	0	\$2.0000	\$2.0000	
1450 - RETURN ITEM REDEPOSIT	100402	16	\$1.0000	\$1.0000	
1455 - RETURN MAKER NAME	100430	113	\$0.0500	\$0.0500	
Overall Change					Increase
DISBURSEMENT SERVICES					
2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$100.0000	\$50.0000	Decrease
2210 - CONTROLLED DISB CHECK POSTED	150110	5,214	\$0.1600	\$0.1000	Decrease
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	5	\$4.0000	\$2.5000	Decrease
2370 - CHECK / DEBIT POSTED	010100	44	\$0.0800	\$0.0600	Decrease
3495 - IMAGE STORAGE PER ITEM	151351	1	\$0.0300	\$0.0300	
5234 - CONTROLLED DISB FUNDING	010112	123	\$0.0000	\$0.0000	
6618 - CHECK INQUIRY MAINTENANCE	150400	9	\$10.0000	\$10.0000	
6621 - IMAGING MAINTENANCE	151350	1	\$25.0000	\$25.0000	
6634 - EXTENDED PAID CHK DATA STORAGE	400800	16	\$0.0100	\$0.0100	
6639 - STOP PAYMENT - ELECTRONIC	150410	11	\$10.0000	\$10.0000	
6641 - DATA DOWNLOAD	200306	4	\$20.0000	\$20.0000	
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	7	\$1.0000	\$1.0000	
6646 - IMAGE RETRIEVAL >91DAY	151352	18	\$5.0000	\$5.0000	
Overall Change					Decrease
INT REC & PAY - CONNECT					
8831 - DIGITAL BILL PAYMENT-PAYMENTUS	320120	1	\$0.00	\$0.0000	
Overall Change					No Change
INT REC & PAY - REPORT					
6179 - RECEIVABLES MAINT - ONLINE	050005	17	\$30.0000	\$30.0000	
6185 - EXTENDED IMAGE STORAGE	050428	648,714	\$0.0035	\$0.0035	
6187 - LONG TERM STORAGE - CHECK	050620	21,412	\$0.0300	\$0.0200	Decrease
6188 - LONG TERM STORAGE - DOCUMENT	050620	37,487	\$0.0600	\$0.0400	Decrease
6198 - RECEIVABLES MAIN - REPORTS	05031Z	33	\$0.0000	\$0.0000	
6800 - TRANSMISSION MAINT - INBOUND	050400	1	\$100.0000	\$100.0000	
6852 - TRANSMISSION MAINT - DATA	050400	12	\$100.0000	\$50.0000	Decrease
6853 - TRANSMISSION PER ITEM - DATA	050401	44,359	\$0.0067	\$0.0067	
6854 - RECEIVABLES MAINT - DOWNLOADS	050406	7	\$0.0000	\$0.0000	
Overall Change					Decrease
INTERNATIONAL SERVICES					
3941 - DEPOSITED CHECK - CANADIAN	609999	2	\$0.00	\$0.0000	
Overall Change					No Change
JPMORGAN ACCESS					
6040 - MONTHLY SERVICE	401000	2	\$50.0000	\$50.0000	
6041 - ACCOUNTS REPORTED	40044Z	34	\$0.0000	\$0.0000	
6043 - TRANSACTIONS REPORTED - 45 DAY	40066Z	2	\$0.0500	\$0.0500	
6044 - TRANSACTIONS REPORTED - 90 DAY	40066Z	0	\$0.2000	\$0.2000	
6045 - TRANSACTIONS REPORTED - 1 YEAR	40066Z	7,600	\$0.0700	\$0.0700	
6052 - CONT DISB CHECKS REPORTED	40066Z	5,191	\$0.0500	\$0.0500	
6053 - EXTENDED TRANSACTION DETAIL	40066Z	35,313	\$0.0000	\$0.0000	
6076 - ACCT TRANSFER ITEM	350120	1	\$2.2500	\$2.2500	
Overall Change					No Change

OTHER CHARGES AND CREDITS					
1100 - MISCELLANEOUS SERVICES	999999	1	\$0.00	\$0.0000	
Overall Change					No Change
RECEIPTSTREAM/ENH REC SVCS					
2631 - EDI DETAIL REPORT JPMACCESS	300523	181	\$2.0000	\$2.0000	
Overall Change					No Change
RECONCILIATION SERVICES					
3228 - PAYEE NAME VERIFICATION	150122	5,224	\$0.0100	\$0.0100	
3262 - POSITIVE PAY MAINTENANCE	150030	5	\$0.0000	\$0.0000	
3263 - EXCEPTION ITEM	150300	32	\$1.0000	\$1.0000	
3268 - PP NON RECON MAINTENANCE	150030	5	\$30.0000	\$25.0000	Decrease
3269 - ISSUE INPUT WITHOUT RECON	200201	89	\$10.0000	\$5.0000	Decrease
3270 - POS PAY WITHOUT RECON ITEMS	150120	5,224	\$0.0000	\$0.0000	
3272 - CHECK EXCEPTION RETURN	150320	10	\$15.0000	\$10.0000	Decrease
3293 - EXCESSIVE ARP REJECTS	200209	11	\$0.0000	\$0.0000	
3294 - DATA ENTRY - MANUAL	200209	26	\$0.0000	\$0.0000	
3386 - IMAGE CAPTURE PER ITEM	151351	7,223	\$0.0500	\$0.0500	
Overall Change					Decrease
SCANNABLE LOCKBOX					
6107 - SNLB SCANNABLE ITEM	050101	9,134	\$0.2300	\$0.2300	
6108 - SNLB OCR DOCUMENT	050122	9,587	\$0.0000	\$0.0000	
6141 - SNLB OCR DOC IMAGE CAPTURE	05011R	9,587	\$0.0300	\$0.0300	
6142 - SPECIAL IMAGE HANDLING	05011R	26	\$0.2000	\$0.2000	
6209 - SNLB SORT - MANUAL	050113	1,065	\$0.0000	\$0.0000	
6210 - SNLB BALANCING	05011P	9,203	\$0.0000	\$0.0000	
Overall Change					No Change
VAULT SERVICES					
1310 - VAULT DEPOSIT	100100	2,034	\$1.5000	\$1.2500	Decrease
1459 - VAULT DEPOSIT PER \$1,000	10011Z	2,271	\$1.0000	\$1.0000	
1475 - VAULT DEPOSIT ROLLED COIN	100110	28	\$0.0600	\$0.0600	
1476 - VAULT ORDER COIN ROLLS	100144	819	\$0.2500	\$0.1000	Decrease
1477 - VAULT ORDER - COIN ROLL BOX	100146	88	\$0.0600	\$0.0600	
1495 - VAULT STANDARD ORDERS	100141	44	\$8.0000	\$7.0000	Decrease
1498 - VAULT EXPEDITED SPECIAL ORDERS	100143	2	\$25.0000	\$25.0000	
1499 - VAULT ORDER CURR NON STD STRAP	100148	1,627	\$0.0200	\$0.0200	
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	36	\$12.0000	\$7.5000	Decrease
1617 - VAULT DEPOSIT ADJUSTMENT	100501	8	\$6.0000	\$6.0000	
Overall Change					Decrease
WHOLESALE LOCKBOX					
6101 - LOCKBOX - MAINT	050001	17	\$72.0000	\$72.0000	
6102 - WNLB ADDITIONAL DAILY DEPOSIT	050302	14	\$0.0000	\$0.0000	
6106 - WHOLESALE ITEM	050100	12,277	\$0.4400	\$0.4400	
6114 - UNPROCESSABLE ITEM	050530	178	\$0.0000	\$0.0000	
6115 - NO CHECK ITEM	05011M	1,183	\$0.2500	\$0.2500	
6116 - CHECK CLEARING	10021Z	21,412	\$0.0800	\$0.0800	
6117 - INCOMING COURIER PACKAGE	05011P	119	\$6.8000	\$6.8000	
6120 - CASH PROCESSING	05013B	2	\$4.1500	\$4.1500	
6126 - CHECK MICR CAPTURE	050121	21,412	\$0.0200	\$0.0200	
6127 - DATA CAPTURE	050126	298,401	\$0.0100	\$0.0100	
6135 - PAPER DELIVERY PREP	05011L	323	\$0.0750	\$0.0750	
6138 - POSTAGE	050410	157	\$0.4509	\$0.4509	
6140 - DOCUMENT IMAGE CAPTURE	05011R	27,865	\$0.1900	\$0.1900	
** 6154 - ADDITIONAL PROGRAMMING	050137	0	\$150.0000	\$150.0000	
6167 - WNLB >10 ACCEP PAY > 5 UNACCE	050131	1,368	\$0.0000	\$0.0000	
6170 - WNLB GROUP/SORTS - COMPLEX	050113	5,314	\$0.1200	\$0.1200	
6171 - WNLB BALANCING	05011P	5,182	\$0.0000	\$0.0000	
6245 - DEPOSIT PREPARATION	050301	365	\$0.0000	\$0.0000	
Overall Change					No Change
WIRE - U.S.					
5445 - FW SURCHARGE POST 5PM RECEIPT	350531	1	\$0.2100	\$0.2100	
5446 - FW SURCHARGE \$10 MILLION+ D/C	350531	17	\$0.1400	\$0.1400	
5447 - FW SURCHARGE \$100 MILLION+ D/C	350531	2	\$0.3600	\$0.3600	
5822 - ELECTRONIC BOOK DEBIT S/T	350120	3	\$3.5000	\$1.0000	Decrease
5824 - ELECTRONIC FED DEBIT S/T	350100	29	\$5.5000	\$2.0000	Decrease
5826 - ELECTRONIC CHIP DEBIT S/T	350110	2	\$5.5000	\$2.0000	Decrease
5882 - REPETITIVE INSTRUCTION STORAGE	350530	24	\$0.0000	\$0.0000	
5883 - FED TRANSFER FEE	350531	70	\$0.0000	\$0.0000	

5884 - CHIPS MESSAGE FEE	350531	6	\$0.0000	\$0.0000	
5886 - BOOK CREDIT	350320	5	\$0.0000	\$0.0000	
5887 - FED CREDIT S/T	350300	41	\$5.0000	\$2.0000	Decrease
5888 - FED CREDIT REPAIR	350330	1	\$5.5000	\$3.0000	Decrease
5889 - CHIPS CREDIT S/T	350300	5	\$5.5000	\$2.0000	Decrease
5928 - MAIL CREDIT ADVICE	350412	3	\$2.5000	\$2.5000	
Overall Change					Decrease

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

EXHIBIT C

(exhibit follows)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1521 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td data-bbox="1388 514 1521 546">19445</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: AIU Insurance Company</td> <td data-bbox="1388 546 1521 577">19399</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C:</td> <td data-bbox="1388 577 1521 609"></td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1521 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1521 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1521 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: AIU Insurance Company	19399	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies thereof 480 Washington Blvd, Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA															

COVERAGES
CERTIFICATE NUMBER: 570109174264

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			9952721	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$50,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			981-27-61 All Other States 981-27-62 MA	06/01/2024 06/01/2024	06/01/2025 06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			BE84772055 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 GL Retention \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020396123 All Other States WC020396124 CA	06/01/2024 06/01/2024	06/01/2025 06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Master Agreement. The City and County of Denver, its elected, appointed officials and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER
CANCELLATION

City and County of Denver Department of Finance 201 W. Colfax Ave. Dept. 1109 Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Holder Identifier :

Certificate No : 570109174264





LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570109174264			
CARRIER See Certificate Number: 570109174264	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC020396127 AZ IL NJ TX	06/01/2024	06/01/2025		
B		N/A		WC020396125 WI	06/01/2024	06/01/2025		
B		N/A		WC020396126 MN	06/01/2024	06/01/2025		
B		N/A		WC020396128 NY	06/01/2024	06/01/2025		

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 981-27-61
issued to JPMORGANCHASE & CO.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organizations liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 995-27-21

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 995-27-21

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/01/2024

forms a part of Policy No. WC 020-39-6123

Issued to JPMORGAN CHASE & CO.

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.


This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DIRECT PLACEMENT	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Park Assurance Company</td> <td>11923</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Park Assurance Company	11923	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Bankers Professional Liability Insurance			144	02/15/2024	02/15/2027	Each Wrongful Act and in the aggregate \$150,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Errors and Omissions Insurance. Evidence Only.

CERTIFICATE HOLDER**CANCELLATION**

JPMorgan Chase & Co. and all of its subsidiaries c/o Corporate Insurance 8181 Communications Pkwy Plano, TX 75024	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2024

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INSURER A : Park Assurance Company	11923				
INSURED JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :				

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability Insurance			151	07/01/2024	07/01/2025	Each loss and in the aggregate \$500,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only.

CERTIFICATE HOLDER**CANCELLATION**

JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> DocuSigned by: </div>
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07/01/2024

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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Bankers Blanket Bond / Computer Misuse and Telephonic Misuse			149	07/01/2024	07/01/2025	any single one loss \$25,000,000 and in the aggregate all loss

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence only.

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