

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 6/21/2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of Finance

CONTACT PERSON: Ricardo Estrada PHONE: 213-648-8713

CONTRACT NO.: **C-135446**

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

NEW CONTRACT _____

AMENDED AND RESTATED _____

APPROVED BY BPW: _____

DATE

ADDENDUM NO. _____

SUPPLEMENTAL NO. _____

CHANGE ORDER NO. _____

AMENDMENT ² _____

CONTRACTOR NAME: JP Morgan Chase N.A.

TERM OF CONTRACT: April 20, 2020 THROUGH: April 19, 2025

TOTAL AMOUNT: Per Fee Schedule

PURPOSE OF CONTRACT:

To provide general banking to City Departments

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
JPMORGAN CHASE BANK, N.A**

SECOND AMENDMENT TO AGREEMENT NO. C-135446

This Second Amendment to Agreement No. C-135446 for general banking and related services, is entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the "City", and JPMorgan Chase Bank, National Association, a national banking association, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the City Treasurer, in accordance with the requirements established by the Los Angeles City Charter, issued a Request for Proposals for qualified financial institutions that could provide general banking services to the City in order to effect the proper financial cash management and treasury transactions for all City departments and their respective financial operations; and

WHEREAS, the City evaluated and determined that the Contractor's proposal was responsive to the City's requirements and identified the Contractor as a leading strategic financial provider of banking services to the public sector and selected the Contractor as the most qualified bidder based on its proposal, depth of experience supporting and providing innovative treasury management solutions to government institutions; and

WHEREAS, the City and the Contractor entered into an Agreement (C-135446) for general banking services on April 20, 2020 to provide disbursement and payables services, hereinafter referenced as the "Agreement"; and

WHEREAS, the City and Contractor desire to amend the Agreement to expand the scope of services in the Agreement;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing, the parties hereby agree to the following:

ARTICLE I – AMENDMENTS TO THE AGREEMENT

The parties hereby agree that the Agreement shall be amended as follows

1. Representatives of the Parties

Section 1.1 of the Agreement is amended in its entirety to read as follows:

1.1. **Representatives of the Parties.** The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.1.1. **City Representative.** The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu Director of Finance/City Treasurer
Office of Finance
City Hall, Room 220 200 North Spring Street
Los Angeles, CA 90012
Diana.Mangioglu@lacity.org T.213.978.1774

1.1.2. **Contractor Representative.** The Contractor's representative is, unless otherwise stated in the Agreement:

Heather Usiski, Industry Executive
JPMorgan Bank, N.A.
300 South Grand Avenue
Los Angeles, CA 90071
heather.d.usiski@jpmorgan.com
T.949.833-4379

2. Treasury Services Primary Scope of Work

In addition to the services established in the Agreement, Contractor shall be responsible for performing the following additional services as the City's primary service provider for all the treasury and cash management services described in this section.

2.1. Depository Services

2.1.1. **Commercial Deposits.** Contractor shall establish commercial deposit services to allow the City to make deposits at the Contractor's designated financial facilities that include, but not limited to : a) Night Drop; b) ATM; c) Vault; d) Branch; e) Lockbox.

2.1.2. **Cash Vault.** Contractor shall establish cash vault deposit services for City departments.

2.1.3. **Large Currency Transactions.** Contractor shall provide business solutions for the City to accept, validate, record, and store large cash transactions in a secure environment at designated City facilities.

2.1.4. **Coin & Currency Orders.** Contractor shall establish coin and currency

order services.

- 2.1.5. Availability Schedule. Contractor shall provide an expedited/premium availability schedule for deposited items.
- 2.1.6. Image Services. Contractor shall:
 - a. Establish Remote Deposit services to allow the City to create images of items payable to the City for deposit into the City's deposit accounts;
 - b. Establish Image Cash Letter services to allow the City to transmit electronic files which contain digital images of multiple items for deposit; and,
 - c. Provide services and procedures for electronically clearing paper items pursuant to the Check Clearing for the 21st Century Act for electronically clearing checks.
- 2.1.7. Location Reporting. Contractor must support deposit tickets with auxiliary Magnetic Ink Character Recognition (MICR) field for the City's location code and/transaction information. The location code must be included in the Bank Administration Institute (BAI) file.
- 2.1.8. Returned Item Processing. Contractor shall provide the ability to automatically redeposit returned items and identify items by location and location number used from the initial deposit.
- 2.1.9. Re-Presentment. Contractor shall allow the City to collect eligible re-presented check.

2.2. Account Reconcilement

- 2.2.1. Contractor shall provide one or more Demand Deposit Accounts with disbursement services, including full account reconciliation and positive pay services.
- 2.2.2. Contractor shall provide full Account Reconciliation for City disbursement accounts.
- 2.2.3. Contractor shall receive check issue information through data transmission.
- 2.2.4. Contractor shall have comprehensive monthly and custom on line reporting capabilities.

- 2.2.5. Contractor shall have procedures to allow the City to input manual items for check issue information as needed in accordance with the Contractor's timeline for same day negotiation and cashing.
- 2.2.6. Contractor shall provide daily electronic files of paid items to interface with the City's financial system and separate paid files as necessary.
- 2.2.7. Contractor shall provide Positive Pay program with on line imaging.
- 2.2.8. Contractor shall have notifications and security procedures in place for data transmissions of check issue information.
- 2.2.9. Contractor shall provide on-line access to images of checks paid, exception items, stop payments, and pay/no-pay decisions for Positive Pay

2.3. Wire Transfer Services

- 2.3.1. **Web-based transfer**. Contractor shall provide online, web-based comprehensive domestic and international electronic wire transfer.
- 2.3.2. **Voice/Telephone**. Contractor shall provide the ability for the City to initiate wire transfers by telephone.
- 2.3.3. **Remote Wire**. Contractor shall provide capabilities to initiate, verify, and release wire transfers remotely.
- 2.3.4. **Mobile Wire**. Contractor shall have a bank mobile service for wire transfer activities.
- 2.3.5. **Wire Limits**. Contractor shall assign non-repetitive and repetitive transaction limits, non-repetitive and repetitive approval limits and daily cumulative limits as prescribed by the City.
- 2.3.6. **Segregation of Duties**. Contractor shall provide for user separation of duties for initiating, verifying and releasing wire.
- 2.3.7. **Reporting**. Contractor shall provide acknowledgment reporting for each wire transfer.
- 2.3.8. **Repetitive Wire**. Contractor shall provide the City the capability to establish repetitive templates for City wire transfers.

2.4. Lockbox Services

Contractor shall provide Lockbox services to process checks and other payment instruments received at a designated P.O. Box Address.

2.4.1. Contractor shall maintain Lockbox services, including remote deposit services, to process checks and other payment instruments received at the designated P.O. Box Address.

2.4.2. **Peak Volumes.** Contractor shall maintain appropriate staffing levels to ensure large volumes of City remittances are processed timely during the City's peak volume periods.

2.5. Early Warning System

Contractor shall establish Early Warning System services pursuant to the *Corporate Quick Pay Service Terms* and *JPMorgan Early Warning Real-Time Payment Check with Account Owner Verification Integrated Model Service Terms* attached hereto and referenced herein as Appendix E and Appendix F.

2.6. Merchant Services

Contractor is providing transaction merchant services through its subsidiary entity, Paymentec, LLC, also known as Chase Merchant services, as part of the Contractor's receivables business solutions. In addition to those services provided by Chase merchant Services, the Contractor is also providing services to the City through its service agreement with Paymentus Corpotaion, pursuant to the Paymentus Electronic Billing and Payment Service Terms attached hereto and incorporated herein as Appendix G.

3. Integrated Agreement

Section 11.4 of the Agreement is amended in its entirety to read as follows:

Order of Precedence. Except as provided in Section 3.1 of this Agreement with respect to Contractor's *Account and Service Terms* having precedence over Sections 3, 4, 5, 6, 7, or 8 of this Agreement, in the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions of this Agreement take precedence, followed by:

- a. Standard Provisions for City Contracts (Rev 10/17v.3) (Appendix A)
- b. JPMorgan Chase Bank Account and Service Terms (Appendix B)
- c. Schedule of Fees and Charges (Appendix C)
- d. Paymentus Electronic Billing and Payment Service Terms (Appendix G)
- e. Exhibit 1 to Standard provisions for City Contracts (Rev 10.17 v3), Instructions and Information on Complying with City Insurance Requirements and Required Insurance and Minimum Limits (Form General 146) (Appendix D)

4. Appendices and Exhibits

Section 12 of the Agreement is amended in its entirety to read as follows:

- Appendix A Standard Provisions for CityContracts (Rev 10/17v.3)
- Appendix B JPMorgan Chase Bank Account and Service Terms
- Appendix C Schedule of Fees and Charges
- Appendix D Exhibit 1 to Standard provisions for City Contracts (Rev 10.17 v3),
Instructions and Information on Complying with City Insurance
Requirements and Required Insurance and Minimum Limits (Form
General 146)
- Appendix E Corporate Quick Pay Service Terms
- Appendix F JPMorgan Early Warning Real-Time Payment Check with
Account Owner Verification Integrated Model Service Terms
- Appendix G Paymentus Electronic Billing and Payment Service Terms

ARTICLE II – RATIFICATION CLAUSE

Contractor has, at the City's request, begun performance of the services specified herein prior to the execution of this Amendment. To the extent that such services were performed in accordance with the terms and conditions of this Agreement, the City hereby acknowledges the services previously performed by Contractor since January 1, 2021 and ratifies Contractor's performance of said services.

ARTICLE III - GENERAL PROVISIONS

Except as amended by this Second Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives:

Approved Corporate Signature Methods (Please sign in Blue Ink):

- a) One Signature: by a Corporate designated individual together with a properly attested resolution of Board of Directors authorizing the individual to sign on the company's behalf.
- b) Two Signatures: One from each of the following categories

THE CITY OF LOS ANGELES
a municipal corporation

By: 

DIANA MANGIOGLU
Director of Finance/City Treasurer

Date: 10/6/21

Approved as to Form and Legality:

Michael N. Feuer,

City Attorney

By: Beverly A. Cook

Title: ASSISTANT CITY ATTORNEY

Date: 10/7/2021

JPMORGAN CHASE BANK, N.A.
a national banking association

By: 

HEATHER USISKI
Industry Executive

Date: 9/30/2021

Attest:

Holly L. Wolcott

City Clerk

By: 

Title: Deputy Clerk

Date: 10/12/21



C-135446
 APPENDIX C
 SCHEDULE OF FEES AND CHARGES

| Service Code | Service Description | AFP Code | Unit Price |
|---------------------------------|---------------------------------------|----------|------------------|
| ACCOUNT SERVICES | | | |
| 00002 | NEGATIVE COLLECTED BALANCE FEE | 000210 | JPM PRIME + 0% |
| 00103 | NETTED NEG COLLECTED BAL FEE | 000143 | JPM PRIME + 0% |
| 00105 | DAILY OVERDRAFT OCCURRENCE FEE | 000212 | \$0.0000 |
| 00108 | NEGATIVE COLLECTED BALANCE FEE | 000210 | \$0.1500 |
| 01005 | ACCOUNT MAINTENANCE | 010000 | \$5.0000 |
| 01006 | ACCT MAINT - INT | 010010 | \$25.0000 |
| 01008 | ACCT MAINT - INT ADJ BAL | 010010 | \$100.0000 |
| 01010 | STATEMENT CYCLES | 010307 | \$0.0000 |
| 01014 | ACCOUNT STATEMENT - PAPER | 010310 | \$0.0000 |
| 01015 | STATEMENT CYCLES - ENHANCED | 010307 | \$0.0000 |
| 01019 | DDA IMAGE STATEMENTS | 010320 | \$0.0000 |
| 01025 | STATEMENT PHOTOCOPY | 010320 | \$4.0000 |
| 01076 | AUDIT CONFIRMATIONS | 010630 | \$0.4500 |
| 01304 | ARP PAID ITEM RETURN CREDIT | 010101 | \$0.0000 |
| 01756 | ONLINE AUDIT CONFIRMATIONS | 010630 | \$0.0000 |
| 01761 | CHECK IMAGE REQUEST | 151352 | \$10.0000 |
| 01762 | CHECK IMAGES RETRIEVED | 151352 | \$0.0500 |
| 02314 | OD NETTING MONTHLY MAINT FEE | 600410 | \$0.0000 |
| 02315 | OVERDRAFT NSF ITEM RETURNED | 150340 | \$5.0000 |
| 02316 | OVERDRAFT NSF ITEM PAID | 150341 | \$5.0000 |
| 03499 | POST NO CHECKS MAINTENANCE | 1500ZZ | \$0.0000 |
| 07856 | CASH CONCENTRATION MAINTMASTER | 010020 | \$10.0000 |
| 07857 | CASH CONCENTRATION MAINT SUB | 010021 | \$5.0000 |
| 07640 | CREDIT POSTED - ELECTRONIC | 010101 | \$0.0200 |
| 07641 | DEBIT POSTED - ELECTRONIC | 010100 | \$0.0200 |
| AUTOMATED CLEARING HOUSE | | | |
| 01142 | 1142 - ARC INELIGIBLE DATABASE LOOKUP | 250720 | \$0.0030 |
| 02237 | TRANS REVIEW MAINTENANCE | 250000 | \$2.0000 |
| 02238 | TRANS REVIEW FILTER EXCEPTION | 250102 | \$0.2500 |
| 02239 | TRANS REVIEW REJECT - MANUAL | 250302 | \$5.0000 |
| 02267 | ACH NOC DATABASE - MAINTENANCE | 250610 | \$500.0000 |
| 02268 | PAYSOURCE ORIGINATED ITEM | 250102 | \$0.0300 |
| 02695 | ACH MAINTENANCE | 250000 | \$15.0000 |
| 02700 | CREDIT ORIGINATED | 250101 | \$0.0200 |
| 02705 | DEBIT ORIGINATED | 250100 | \$0.0200 |
| 02710 | DELETION /REVERSAL - MANUAL | 250620 | \$30.0000 |
| 02714 | ACH IMPLEMENTATION-DIRECT SEND | 251000 | \$1,000 - Waived |
| 02716 | CREDIT RECEIVED | 250201 | \$0.0200 |
| 02717 | DEBIT RECEIVED | 250200 | \$0.0200 |
| 02720 | RETURN ITEM | 250302 | \$0.7500 |
| 02722 | NOTIFICATION OF CHANGE | 251070 | \$0.7500 |
| 02729 | RETURN NOTIFICATION - ONLINE | 250400 | \$1.0000 |
| 02730 | NOTIF OF CHANGE - ONLINE | 250400 | \$1.0000 |
| 02732 | ELOCKBOX FILE PROCESSING | 259925 | \$0.0000 |
| 02742 | CREDIT ORIGINATED - JPM ACCESS | 250101 | \$0.0500 |
| 02740 | RETURN ITEM REDEPOSIT | 250400 | \$1.0000 |
| 02744 | DEBIT ORIGINATED - JPM ACCESS | 250100 | \$0.0500 |
| 02746 | JPM ACCESS ACH MAINTENANCE | 250000 | \$15.0000 |
| 02751 | ELOCKBOX RETURN - ELECTRONIC | 250302 | \$2.5000 |

C-135446
APPENDIX C
SCHEDULE OF FEES AND CHARGES

| | | | |
|--------------------------------|----------------------------------|--------|------------------|
| 02752 | ELOCKBOX NOC - ELECTRONIC | 251070 | \$2.5000 |
| 02753 | DELETION/REVERSAL - ELEC | 250620 | \$1.0000 |
| 02765 | ACH BATCH/FILE PROCESSED | 250501 | \$5.0000 |
| 02796 | ADDENDA RECORD ORIGINATED | 250120 | \$0.0200 |
| 02809 | NOTIF OF CHANGE - EMAIL | 251070 | \$1.0000 |
| 02810 | RETURN NOTIFICATION - EMAIL | 250400 | \$1.5000 |
| 02812 | NOTIF OF CHANGE - FAX | 251071 | \$2.0000 |
| 02814 | NOTIF OF CHANGE - TRANSM | 251070 | \$1.0000 |
| 02818 | RETURN NOTIFICATION - TRANSM | 250400 | \$1.0000 |
| 02821 | RETURN NOTIFICATION - FAX | 250401 | \$1.0000 |
| 05488 | ELOCKBOX IMPLEMENTATION | 251000 | \$1,000 - Waived |
| 02860 | DEBIT BLOCK MAINTENANCE | 251050 | \$5.0000 |
| 02861 | ACH ADA AUTHORIZED ID | 251051 | \$0.5000 |
| 03175 | TAX PAYMENT ORIGINATED | 250199 | \$3.0000 |
| 03181 | TAX PAYMENT SUMMARY REPORT | 250799 | \$15.0000 |
| 03183 | TAX PAYMENT CONFIRMATION | 250720 | \$1.0000 |
| 03440 | ARTIFICIAL INTEL MAINTENANCE | 259999 | \$50.0000 |
| 03441 | ARTIFICAL INTEL ITEM SCANNED | 259999 | \$0.0020 |
| 06501 | TAX PAYMENT MONTHLY FEE | 259999 | \$0.0000 |
| 05489 | ELOCKBOX MAINTENANCE | 050300 | \$25.0000 |
| 05490 | ELOCKBOX TRANSACTION RECEIVED | 050300 | \$0.0300 |
| 05491 | ELOCKBOX TRANSACTION REFORMAT | 050311 | \$0.0400 |
| 05492 | ELOCKBOX RETURN - MANUAL | 050530 | \$12.0000 |
| 05493 | ELOCKBOX ADDENDA RECEIVED | 250220 | \$0.0200 |
| 05497 | ELOCKBOX TRN REPAIR MAINT | 999999 | \$0.0000 |
| 05498 | ELOCKBOX TRN REPAIR ITEM EDIT | 999999 | \$0.0400 |
| 08003 | EWS Account Authentication | 250101 | \$0.3000 |
| 08019 | ACH ORIGINATED SAME DAY CREDIT | 250101 | \$0.5000 |
| 08020 | ACH ORIGINATED SAME DAY DEBIT | 250101 | \$0.5000 |
| 08021 | ACCESS ACH CREDIT - SAME DAY | 250101 | \$0.7500 |
| 08022 | ACCESS ACH DEBIT - SAME DAY | 250101 | \$0.7500 |
| 08023 | ACH UNAUTHORIZED ENTRY FEE | 250312 | \$4.5000 |
| 07619 | TRANSACTION SUMMARY REPORT | 250702 | \$3.0000 |
| 02845 | UPIC (ACH) PER ITEM CHARGE | 050300 | \$0.0300 |
| 02847 | UPIC (ACH) MONTHLY MAINTENANCE | 050030 | \$3.0000 |
| BAI/SWIFT/ISO REPORTING | | | |
| 03645 | DT FILE IMPLEMENTATION FEE | 4004ZZ | \$1,000 - Waived |
| 03653 | FILE TRANSMISSION - IRIS | 4004ZZ | \$1.0000 |
| 03654 | H2H FILES TRANSMITTED OVER 5MB | 4004ZZ | \$5.0000 |
| 06080 | H2H CURRENT DAY MONTHLY SVC | 4004ZZ | \$50.0000 |
| 06085 | H2H ACCOUNTS REPORTED | 4004ZZ | \$5.0000 |
| 06093 | BAI PER CHECK ITEM CHARGE | 400110 | \$0.0300 |
| 06094 | BAI PRIOR DAY EXTENDED DETAIL | 400110 | \$0.0075 |
| 06095 | BAI PRIOR DAY TRANSACTIONS | 400110 | \$0.0300 |
| BRANCH CENTER SERVICES | | | |
| 01306 | BRANCH CREDITS POSTED | 100000 | \$2.0000 |
| 01314 | BRANCH DEPOSIT - IMMEDIATE VERIF | 100000 | \$0.0060 |
| 01316 | BRANCH DEPOSIT - BAGGED COIN | 100012 | \$7.5000 |
| 01318 | BRANCH ORDER - COIN ROLL | 100044 | \$0.1000 |
| 01319 | BRANCH ORDER CURRENCY STRAP | 10004A | \$0.4000 |
| 01320 | BRANCH DEPOSIT IN NON STD BAG | 100099 | \$2.0000 |
| 01327 | BRANCH DEPOSIT - POST VERIF | 100007 | \$0.0018 |

C-135446
APPENDIX C
SCHEDULE OF FEES AND CHARGES

| | | | |
|-------|---------------------------------|--------|-------------------|
| 01332 | BRANCH DEPOSIT ADJUSTMENT | 100500 | \$0.0000 |
| 01333 | BRANCH ORDER PROCESSED | 100040 | \$3.5000 |
| 07173 | NIGHT DROP CASH VERIFICATION | 100000 | \$0.0020 |
| 7174 | TELLER LINE VERIFICATION | 100000 | \$0.0040 |
| | CHASE ONLINE SERVICES | | |
| 06752 | CCO ADDITIONAL ACCOUNT FEE | 401000 | \$10.0000 |
| 06753 | BILL PAY TRANSACTION | 999999 | \$0.5000 |
| 06759 | VENDOR PAYMENT TRANSACTION | 999999 | \$0.5000 |
| 06772 | CCO PREMIUM PLUS MONTHLY FEE | 401000 | \$150.0000 |
| | DEPOSITORY SERVICES | | |
| 01400 | CREDITS POSTED | 010101 | \$1.0000 |
| 00501 | CHECKS DEPOSITED - ON US | 100220 | \$0.0500 |
| 00513 | CHECKS DEPOSITED - TRANSIT | 100224 | \$0.1500 |
| 00519 | IMAGE GROUP ONE | 100214 | \$0.0150 |
| 00520 | ON US STANDARD | 100210 | \$0.0150 |
| 00521 | IRD PERIOD ONE | 100214 | \$0.0600 |
| 00524 | FILE TRANSMISSION REC. - VPN | 100210 | \$150.00 Flat Fee |
| 00526 | IMAGE GROUP TWO | 100214 | \$0.0150 |
| 00528 | IMAGE GROUP TWO - TIER 2 | 100214 | \$0.0150 |
| 00541 | REMOTE DEPOSIT CAPTURE ITEM | 101320 | \$0.0100 |
| 00548 | REMOTE DEPOSIT CAPTURE MAINT | 101300 | \$5.0000 |
| 00704 | DEPOSIT CORRECTION | 100230 | \$5.0000 |
| 00746 | ON US PREMIUM | 100210 | \$0.0150 |
| 00748 | ICL DEPOSIT LATE | 100200 | \$2.0000 |
| 00751 | IMAGE GROUP ONE - PERIOD TWO | 100214 | \$0.0150 |
| 00752 | IMAGE GROUP ONE - PERIOD THREE | 100214 | \$0.1200 |
| 00756 | ICL DEPOSIT STANDARD | 100200 | \$0.5000 |
| 00757 | IMAGE QUALITY SUSPECTS | 999999 | \$0.2500 |
| 00758 | NON-CONFORMING IMAGE ITEMS | 999999 | \$5.0000 |
| 00759 | ICL DEPOSIT EARLY | 100200 | \$1.0000 |
| 01435 | RETURN ITEM | 100400 | \$4.0000 |
| 01437 | RETURN MULTIPLE LOCATIONS | 100430 | \$0.6000 |
| 01438 | RETURN ALTERNATE ADDRESS | 100401 | \$0.5000 |
| 01441 | RETURN FAX COPY | 100415 | \$3.0000 |
| 01446 | RETURN IMAGE | 100415 | \$0.2500 |
| 01448 | RETURN DETAIL REPORTING | 100411 | \$0.5000 |
| 01450 | RETURN ITEM REDEPOSIT | 100402 | \$3.0000 |
| 01452 | RETURN - EMAIL NOTIFICATION | 100419 | \$1.0000 |
| | DISBURSEMENT SERVICES | | |
| 01030 | CHECK PHOTOCOPY RETRIEVAL | 010610 | \$5.0000 |
| 01321 | CHECK CASHING NON-ACCT HOLDER | 150501 | \$0.0000 |
| 02205 | CONTROLLED DISB ACCT MAINT | 150000 | \$10.0000 |
| 02210 | CONTROLLED DISB CHECK POSTED | 150110 | \$0.0400 |
| 02310 | RANGE STOP PAYMENT - ELECTRONIC | 150410 | \$50.0000 |
| 02370 | CHECK / DEBIT POSTED | 010100 | \$0.0800 |
| 03470 | CHECK PRINT MAINTENANCE | 150040 | \$50.0000 |
| 03471 | TS PRNT OUTSRCING SETUP | 151880 | \$0.0000 |
| 03472 | CHECK PRINT PER ITEM | 151810 | \$0.3500 |
| 03475 | CHECK PRINTING ADDL PAGE | 151830 | \$0.2000 |
| 03476 | CHECK PRINT MANUAL PULL | 151820 | \$35.0000 |
| 03477 | CHECK PRINT REGISTER FILE | 151800 | \$10.0000 |
| 03487 | CHECK PRINT POSTAGE | 151850 | \$0.4230 |

C-135446
APPENDIX C
SCHEDULE OF FEES AND CHARGES

| | | | |
|-------|--|--------|--------------|
| 03488 | CHECK PRINT FOREIGN POSTAGE | 151850 | \$0.9800 |
| 03306 | PAPER CHECK RETURN | 159999 | \$0.1500 |
| 02320 | STOP PAYMENT - MANUAL | 150420 | \$25.0000 |
| 02324 | STOP PAYMENT- ONLINE | 150410 | \$8.0000 |
| 02325 | OFFICIAL CHECKS | 150511 | \$5.0000 |
| 02338 | STOP PAYMENT AUTOMATIC RENEWAL | 150412 | \$0.2500 |
| 02360 | DELUXE | 3RD PA | Pass-through |
| 03290 | ISSUE FILE TRANSMITTAL REPORT | 209999 | \$4.0000 |
| 03377 | IMAGE TRANSMISSION PER ITEM | 151351 | \$0.0100 |
| 03378 | IMAGE TRANSMISSION PER TRANS | 151354 | \$20.0000 |
| 03495 | IMAGE STORAGE PER ITEM | 151351 | \$0.0050 |
| 05234 | CONTROLLED DISB FUNDING | 010112 | \$0.4000 |
| 06618 | PAYABLES WEB SERVICE CHECK INQUIRY MAINTENANCE | 151710 | \$0.0000 |
| 06620 | RECON REPORT/STATEMENT MAINT | 200306 | \$0.0000 |
| 06621 | IMAGING MAINTENANCE | 151350 | \$0.0000 |
| 06625 | EXCEPTION NOTIFICATION - ACCT | 150030 | \$2.0000 |
| 06634 | EXTENDED PAID CHK DATA STORAGE | 400800 | \$0.0500 |
| 06636 | RPP EXCEPTION REVIEW MAINT | 150031 | \$20.0000 |
| 06637 | EXTENDED REPORT RETRIEVAL | 999999 | \$0.0000 |
| 06638 | REVERSE POSPAY EXCEPTIONS | 999999 | \$0.0500 |
| 06641 | DATA DOWNLOAD | 200306 | \$20.0000 |
| 06639 | STOP PAYMENT - ELECTRONIC | 150410 | \$5.0000 |
| 06644 | ISSUE INPUT UPLOAD | 200201 | \$0.0000 |
| 06645 | IMAGE RETRIEVAL PER RETRIEVE | 151352 | \$0.0000 |
| 06646 | IMAGE RETRIEVAL > 91 DAYS | | \$0.0000 |
| 07715 | CHECK PRINT DIRECT ENTRY | 151810 | \$3.0000 |
| 07772 | CHECK PRINT ONLINE MAINT | 150040 | \$75.0000 |
| | FUNDS TRANSFER SERVICES | | |
| 05443 | SOFTI STANDARD CALCULATION | 409999 | \$8.0000 |
| 05445 | FW SURCHARGE POST 5PM RECEIPT | | \$0.2100 |
| 05446 | FW SURCHARGE \$10 MILLION + D/C | | \$0.1400 |
| 05447 | FW SURCHARGE \$100 MILLION+ D/C | 350599 | \$0.3600 |
| 05822 | ELECTRONIC BOOK DEBIT S/T | 350124 | \$5.0000 |
| 05823 | ELECTRONIC BOOK DEBIT REPAIR | 350122 | \$7.5000 |
| 05824 | ELECTRONIC FED DEBIT S/T | 350100 | \$2.0000 |
| 05825 | ELECTRONIC FED DEBIT REPAIR | 350102 | \$15.0000 |
| 05826 | ELECTRONIC CHIP DEBIT S/T | 350110 | \$12.0000 |
| 05827 | ELECTRONIC CHIP DEBIT REPAIR | 350541 | \$15.0000 |
| 05836 | ELECTRONIC FX DEBIT | 600221 | \$10.0000 |
| 05842 | BANK INITIATED FED DEBIT | 350220 | \$25.0000 |
| 05845 | BANK INITIATED ACCOUNT DEBIT TRANSFER | 350220 | \$50.0000 |
| 05848 | PHONE OPERATOR FED DEBIT | 350200 | \$35.0000 |
| 05878 | INTERNATIONAL ELEC. DEBIT | 350703 | \$30.0000 |
| 05882 | REPETITIVE INSTRUCTION STORAGE | 350551 | \$0.0000 |
| 05883 | FED TRANSFER FEE | 350599 | \$0.0000 |
| 05884 | CHIPS MESSAGE FEE | 350599 | \$0.0000 |
| 05886 | BOOK CREDIT | 350320 | \$4.0000 |
| 05887 | FED CREDIT S/T | 350300 | \$2.0000 |
| 05888 | FED CREDIT REPAIR | 350330 | \$9.5000 |
| 05889 | CHIPS CREDIT S/T | 350300 | \$5.0000 |
| 05927 | MAIL DEBIT ADVICE | 350412 | \$1.0000 |
| 05928 | MAIL CREDIT ADVICE | 350412 | \$1.0000 |

C-135446
APPENDIX C
SCHEDULE OF FEES AND CHARGES

| | | | |
|--|--|--------|---------------------|
| 05933 | DIRECT DELIVERY WIRE NOTIFY 1-2 | 1- | \$0.5000 |
| 05961 | DRAWDOWN FED DEBIT | 350521 | \$16.0000 |
| 05962 | ELEC DRAWDOWN FED REQUEST | 350521 | \$3.5000 |
| 05964 | INVESTIGATION ADVICE - ALL | 350560 | \$65.0000 |
| 05967 | RTURNED PAYMENT INVESTIGATION | 350560 | \$50.0000 |
| 05968 | UNEXECUTED PAYMENT | 350560 | \$30.0000 |
| 05972 | AUTOMATED PHONE INQUIRY | 350560 | \$0.0000 |
| 05978 | ESERVE INVESTIGATION | 350560 | \$0.0000 |
| 06327 | INVESTIGATION ADVICE - ALL | 350402 | \$0.0000 |
| INTERNATIONAL SERVICES | | | |
| 03941 | DEPOSITED CHECK - CANADIAN | 609999 | \$2.5000 |
| 03943 | FOREIGN CHECK DEPOSIT (GROUP | 1) | \$15.0000 |
| 03946 | FOREIGN CHECK DEPOSIT (GROUP | 2) | \$15.0000 |
| 03947 | FOREIGN CHECK RETURN (CAD) | 609999 | \$20.0000 |
| 03948 | FOREIGN CHECK COLLECTION | 609999 | \$75.0000 |
| 05115 | FOREIGN CHECK COLLECTION RETURN | 609999 | \$20.0000 |
| INVESTMENT SERVICES | | | |
| 07849 | INVESTMENT SWEEP - MAINT | 450020 | \$0.0000 |
| JPMORGAN ACCESS | | | |
| 06040 | CLIENT MAINTENANCE | 400610 | \$50.0000 |
| 06041 | ACCOUNT MAINTENANCE | 40044Z | \$15.0000 |
| 06043 | TRANSACTIONS REPORTED - 45 DAY | | \$0.1500 |
| 06044 | TRANSACTIONS REPORTED - 90 DAY | | \$0.0300 |
| 06045 | TRANSACTIONS REPORTED - 1 YEAR | | \$0.2800 |
| 06051 | TRANSACTIONS REPORTED - 2 YEAR | | \$0.3500 |
| 06052 | CONT DISB CHECKS REPORTED | 40066Z | \$0.0300 |
| 06053 | EXTENDED TRANSACTION DETAIL | 40066Z | \$0.0000 |
| 06075 | ACCESS ACCOUNT TRANSFER MAINT | 400699 | \$0.0000 |
| 06076 | ACCT TRANSFER | 400699 | \$1.0000 |
| JPMORGAN ACCESS MOBILE | | | |
| NON FINANCIAL EDI | | | |
| 04228 | EDI 828 ISSUE FILE ITEM | | \$0.0100 |
| 04229 | EDI 828 PAID FILE ITEM | | \$0.0100 |
| 04428 | EDI 821 FINANCIAL INFO RPTG | | \$0.1000 |
| 04429 | EDI 821 EXCEPTION ITEM | | \$0.7500 |
| PAYSOURCE/PAYSTREAM | | | |
| 01033 | EDI 822 ANALYSIS MODULE MAINT | | \$35.0000 |
| 01034 | EDI 822 ANALYSIS ACCT MAINT | | \$5.0000 |
| 03606 | PAYSOURCE TEST FILE FEE | 300440 | \$250.0000 |
| 03608 | PAYSOURCE MTHLY MAINT (PER ID) | 3000ZZ | \$50.0000 |
| 03609 | PAYSOURCE IMPLEMENT BASIC | 300400 | \$0.0000 |
| 03622 | PAYSOURCE TRANSACTION FEE | 300112 | \$0.0400 |
| 03629 | SPLIT REMIT DELIV VIA INTERNET | 300105 | \$2.5000 |
| 03630 | H2H PAYMENT FILE TRANSMISSION | | \$5.0000 |
| 07215 | H2H MONTHLY MAINTENANCE FEE | | \$100.0000 |
| 03609 | PAYSOURCE IMPLEMENTATION \$ | | \$4,500 - Waived |
| PREMIUM ASSESSMENT FEE | | | |
| 00035 | PREMIUM ASSESSMENT FEE (Bank Managed Rate) | 000230 | Currently 0.13% |
| RECEIPTSTREAM/ENH RECEIVER SERVICES | | | |
| 02629 | R\$ EDI RPTG SUM REPORT | 300524 | \$1.0000 |
| 02631 | EDI DETAIL REPORT - JPM ACCESS | 300524 | \$2.0000 |
| 02639 | R\$ EDI RCVNG IMPLEMENTATION | 300320 | \$1,000.00 - Waived |

C-135446
APPENDIX C
SCHEDULE OF FEES AND CHARGES

| | | | |
|--------------------------------|---|--------|------------|
| 02642 | R\$ EDI RCVNG MONTHLY MAINT | 300010 | \$25.0000 |
| 02661 | R\$ EDI FAX REPORT | 300121 | \$2.5000 |
| 02669 | RECEIPTSTREAM SEGMENT FEE | 300210 | \$0.0300 |
| 04211 | R\$ FILE PROCESSING | 300200 | \$0.0000 |
| 04218 | R\$ EDI EMAIL REPORT | 300225 | \$2.5000 |
| RECONCILIATION SERVICES | | | |
| 03205 | FULL RECONCILIATION - PER ITEM | 200110 | \$0.0200 |
| 03207 | FULL RECONCILIATION - MAINT | 200010 | \$20.0000 |
| 03209 | PARTIAL RECONCILIATION - MAINT | 200020 | \$10.0000 |
| 03210 | PARTIAL RECONCILIATION - PER ITEM | 200120 | \$0.0150 |
| 03228 | PAYEE NAME VERIFICATION | 150122 | \$0.0200 |
| 03262 | POS PAY MAINTENANCE | 150030 | \$0.0000 |
| 03263 | EXCEPTION ITEM | 150300 | \$0.5000 |
| 03268 | PP NON RECON MAINTENANCE | 150030 | \$0.0000 |
| 03269 | ISSUE INPUT WITHOUT RECON | 200201 | \$5.0000 |
| 03270 | POS PAY WITHOUT RECON ITEMS | 150120 | \$0.0400 |
| 03271 | ISSUE INPUT FILE WITH RECON | 200201 | \$3.0000 |
| 03272 | CHECK EXCEPTION RETURN | 150320 | \$3.5000 |
| 03291 | OUTPUT FILE | 200301 | \$7.0000 |
| 03293 | EXCESSIVE ARP REJECTS | 200210 | \$0.1500 |
| 03294 | DATA ENTRY - MANUAL | 200210 | \$2.0000 |
| 03348 | ARP SHIPPING PREP FEE | 1512ZZ | \$15.0000 |
| 03376 | ARP CUSTOM REPORT | 200324 | \$0.0000 |
| 03384 | CD ROM | 151353 | \$15.0000 |
| 03385 | CD ROM MAINTENANCE | 151353 | \$30.0000 |
| 03386 | IMAGE CAPTURE PER ITEM | 151351 | \$0.0100 |
| 03322 | DEPOSIT RECON MAINTENANCE | 100600 | \$60.0000 |
| 03325 | DEPOSIT RECON ITEMS | 100610 | \$0.1000 |
| 03348 | ARP SHIPPING PREP FEE | 1512ZZ | \$15.0000 |
| CORPORATE QUICK PAY | | | |
| 05159 | CORPORATE QUICK PAY PROGRAM MAINTENANCE | 250000 | \$125.0000 |
| 05160 | CORPORATE QUICK PAY PAYMENTS DECLINED/EXPIRED | 250101 | \$0.2000 |
| 05161 | CORPORATE QUICK PAY PAYMENTS ACCEPTED | 250101 | \$0.7500 |
| VAULT SERVICES | | | |
| 01310 | VAULT DEPOSIT | 100100 | \$1.2500 |
| 01459 | VAULT DEPOSIT PER \$1,000 | | \$0.7000 |
| 01461 | VAULT DEPOSIT RECEIPT MAILERS | 100154 | \$0.0000 |
| 01468 | VAULT EMAIL NOTIFICATION | 100154 | \$0.5000 |
| 01475 | VAULT DEPOSIT ROLLED COIN | 100110 | \$0.2000 |
| 01476 | VAULT ORDER COIN ROLLS | 100144 | \$0.1000 |
| 01477 | VAULT ORDER - COIN ROLL BOX | 100115 | \$0.0800 |
| 01479 | VAULT ORDER COIN BAG LOOSE | 100147 | \$3.7500 |
| 01482 | VAULT DEPOSIT STD STRAP - NOTE | 100115 | \$0.0000 |
| 01485 | VAULT NOTE-SPECIALIZED | 100115 | \$0.0000 |
| 01486 | VAULT DEPOSIT NON STD STRAP - NOTE | 100114 | \$0.0000 |
| 01493 | VAULT DEPOSIT IN NON STD BAG | 100199 | \$1.0000 |
| 01495 | VAULT STANDARD ORDERS | 100141 | \$2.0000 |
| 01497 | VAULT ORDER CURRENCY STD STRAP | 10014A | \$0.2000 |
| 01498 | VAULT EXPEDITED SPECIAL ORDERS | 100143 | \$25.0000 |
| 01499 | VAULT ORDER CURR NON STD STRAP | 100148 | \$0.0250 |
| 01506 | VAULT DEP PARTIAL OR MIXED BAG | 100111 | \$3.5000 |
| 01525 | VAULT DEPOSIT STD COIN BAG | 100113 | \$0.8000 |

C-135446
 APPENDIX C
 SCHEDULE OF FEES AND CHARGES

| | | | |
|---|-----------------------------------|--------|--------------|
| 01535 | VAULT ENVELOPE DEPOSIT VERIF | 100104 | \$1.0000 |
| 01540 | VAULT ACTIVITY REPORT MAILED | 100199 | \$50.0000 |
| 01545 | VAULT ACTIVITY REPORT FAXED | 100199 | \$25.0000 |
| 01573 | VAULT ORDER SUPPLIES | 1008ZZ | \$0.0000 |
| 01617 | VAULT DEPOSIT ADJUSTMENT | 100501 | \$5.0000 |
| 01618 | VAULT DEPOSIT ADJUSTMENT NOTIF | 100520 | \$5.0000 |
| 01624 | WEB CUR SVCS - DEPOSIT DETAILS | 100199 | \$1.0000 |
| 01627 | WEB CUR SVCS - VAULT TREND REPORT | 100199 | \$2.0000 |
| 01620 | SMART SAFE MAINTENANCE | 100199 | \$50.0000 |
| 01621 | SMART SAFE ADVANCE CREDIT | 100199 | \$5.0000 |
| 01624 | WEB CUR SVCS-DEPOSIT DETAILS | 100199 | \$1.0000 |
| 01100 | ARMORED CARRIER FEES | 999999 | Pass-through |
| | BANKING SERVICES SUPPLIES | | Pass-through |
| RECEIVABLES EDGE IMAGE ARCHIVE AND SERVICE | | | |
| 00548 | REMOTE DEPOSIT CAPTURE MAINT | 101300 | \$5.0000 |
| 00541 | REMOTE DEPOSIT CAPTURE ITEM | 101320 | \$0.0100 |
| 06160 | VIRTUAL REJECT (AUTO) | 050530 | \$0.1500 |
| 06161 | VIRTUAL REJECT (MANUAL) | 050530 | \$1.0000 |
| 06185 | EXTENDED IMAGE STORAGE | 050428 | \$0.0050 |
| 06187 | LONG TERM STORAGE - CHECK | 050620 | \$0.0300 |
| 06188 | LONG TERM STORAGE - B&W DOC | 050620 | \$0.0600 |
| 06140 | DOCUMENT IMAGE CAPTURE | 05011R | \$0.0800 |
| 06141 | SNLB OCR DOC IMAGE CAPTURE | 05011R | \$0.0200 |
| 06142 | SPECIAL IMAGE HANDLING | 50511R | \$0.0200 |
| 06852 | DATA TRANSMISSION MAINTENANCE | 050400 | \$50.0000 |
| 06853 | DATA TRANSMISSION ITEM | 050401 | \$0.0000 |
| 06855 | IMAGE TRANSMISSION MAINTENANCE | 050420 | \$50.0000 |
| 06856 | IMAGE TRANSMISSION PAGE | 050420 | \$0.0000 |
| SCANNABLE LOCKBOX | | | |
| 06107 | SNLB SCANNABLE ITEM | 50101 | \$0.1800 |
| 06108 | SNLB OCR DOCUMENT | 50122 | \$0.0100 |
| 06209 | SNLB SORT - MANUAL | 050113 | \$0.2000 |
| 06210 | SNLB BALANCING | 05011P | \$0.1000 |
| 06255 | SNLB CREDIT CARD AUTHORIZATION | 05013A | \$2.0000 |
| WHOLESALE LOCKBOX | | | |
| 06101 | LOCKBOX - MAINT | 050001 | \$100.0000 |
| 06102 | WNLB ADDITIONAL DAILY DEPOSIT | 050302 | \$25.0000 |
| 06106 | WHOLESALE ITEM | 050100 | \$0.3500 |
| 06114 | UNPROCESSABLE ITEM | 050530 | \$0.3800 |
| 06115 | NO CHECK ITEM | 05011M | \$0.3800 |
| 06116 | CHECK CLEARING | 10021Z | \$0.0500 |
| 06117 | INCOMING COURIER PACKAGE | 05011P | \$8.0000 |
| 06120 | CASH PROCESSING | 05013B | \$11.0000 |
| 06121 | WNLB CREDIT CARD AUTHORIZATION | 05013A | \$2.0000 |
| 06126 | CHECK MICR CAPTURE | 050121 | \$0.0250 |
| 06127 | DATA CAPTURE | 050126 | \$0.0120 |
| 06135 | PAPER DELIVERY PREP | 05011L | \$0.2500 |
| 06136 | OUTGOING PACKAGE PREP | 05041Z | \$25.0000 |
| 06137 | COURIER DELIVERY SERVICE | 050413 | \$1.4000 |
| 06138 | POSTAGE | 050410 | \$0.4029 |
| 06140 | DOCUMENT IMAGE CAPTURE | 05011R | \$0.0800 |
| 06141 | SNLB OCR DOC IMAGE CAPTURE | 05011R | \$0.0800 |

C-135446
 APPENDIX C
 SCHEDULE OF FEES AND CHARGES

| | | | |
|-------|--------------------------------------|--------|------------|
| 06142 | SPECIAL IMAGE HANDLING | 05011R | \$0.2000 |
| 06154 | ADDITIONAL PROGRAMMING | | \$100.0000 |
| 06169 | GROUPS/SORTS-SIMPLE | 050112 | \$0.1500 |
| 06170 | WNLB GROUP/SORTS - COMPLEX | 050113 | \$0.2000 |
| 06171 | WNLB BALANCING | 05011P | \$0.1500 |
| 06172 | SPECIAL HANDLING OTHER | 05011P | \$0.5000 |
| 06174 | MULTIPLE DEPOSIT ACCOUNTS | 050316 | \$25.0000 |
| 06245 | DEPOSIT PREPARATION | 050301 | \$2.0000 |
| 06832 | CONSULTING SERVICES | 059999 | \$100.0000 |
| | INT REC & PAY - COLLECT | | |
| 06158 | REMOTE LOCKBOX CAPTURE MAINT | 101300 | \$20.0000 |
| 06159 | REMOTE LOCKBOX CAPTURE ITEM | 101320 | \$0.5000 |
| 06160 | VIRTUAL REJECT (AUTO) | 050530 | \$0.1500 |
| 06161 | REMOTE LOCKBOX CAPTURE REJECT | 050530 | \$1.0000 |
| 06293 | VIRTUAL REMIT OCR ITEM | 101320 | \$0.3500 |
| 06870 | VIRTUAL REMIT MOBILE MAINT | 101300 | \$250.0000 |
| 06871 | VIRTUAL REMIT MOBILE ITEM | 101320 | \$0.5000 |
| 06872 | REMOTE LOCKBOX CAPTURE MOBILE | 101300 | \$1.0000 |
| | INT REC & PAY - RECONCILE | | |
| 06805 | ONLINE DECISION MGR MAINT | 050006 | \$150.0000 |
| | INT REC & PAY - REPORT | | |
| 06152 | CD ROM - PER CD | 050423 | \$50.0000 |
| 06179 | RECEIVABLES MAINT - ONLINE | 050005 | \$25.0000 |
| 06187 | LONG TERM STORAGE - CHECK | 050620 | \$0.0200 |
| 06188 | LONG TERM STORAGE - DOCUMENT | 050620 | \$0.0400 |
| 06198 | RECEIVABLES MAINT - REPORTS | 05031Z | \$25.0000 |
| 06202 | CD ROM MAINTENANCE | 050423 | \$100.0000 |
| 06280 | RECEIVABLES MAINT - RETURNS | 100416 | \$25.0000 |
| 06800 | TRANSMISSION MAINT - INBOUND | 050400 | \$100.0000 |
| 06844 | RECEIVABLES PRESENTMENT MAINT | 409999 | \$60.0000 |
| 06846 | LONG TERM STORAGE - PAYMENT | 050620 | \$0.0300 |
| 06852 | TRANSMISSION MAINT - DATA | 050400 | \$50.0000 |
| 06853 | TRANSMISSION PER ITEM - DATA | 050401 | \$0.0000 |
| 06855 | TRANSMISSION MAINT - IMAGE | 050420 | \$50.0000 |
| 06856 | TRANSMISSION PER ITEM - IMAGE | 050420 | \$0.0000 |



JPMORGAN EARLY WARNING REAL-TIME PAYMENT CHECK WITH ACCOUNT OWNER VERIFICATION INTEGRATED MODEL SERVICE TERMS

V1.0_07_28_20

JPMorgan Chase Bank, N.A. (the "Bank") will provide the undersigned customer (the "Customer") with the EWS Service, as hereafter defined, and such other services as are described in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services, as well as the Electronic Channels Service Terms ("Channels Terms"), ACH Origination Service Terms and other applicable service terms (collectively, "Account Documentation"), are incorporated into these Service Terms by reference and form a part thereof. Capitalized terms used and not otherwise defined in the body of these Service Terms are defined in Section 15 hereof.

1. Service.

1.1. General. On the terms and conditions set forth herein, Bank shall provide Customer with the Early Warning Real-time Payment Chek® service with Account Owner Authentication capability, and such other services provided by Early Warning Services LLC ("EWS") that may be offered by the Bank from time to time (the "EWS Service"), subject to the terms set forth in these Service Terms and the Connectivity Agreement. For the avoidance of doubt, the EWS Service is a "Service" under the Account Documentation.

1.2 Accessing the EWS Service through Integrator Connectivity. Customer will access the EWS Service through a direct connection with the Bank pursuant to these Service Terms, and the Channels Terms ("Integrator Connectivity") using one of the connectivity methods and associated security procedures set forth in the Channels Terms; Bank will advise Customer which connectivity method(s) is/are available for access to the EWS Service. Bank will also advise Customer of formatting and content requirements, including those requirements set forth in the Documentation, in order to receive the EWS Service. The Bank may reject or delay processing of Inquiries or Response Data if the Customer's instructions or information are not complete or otherwise do not meet the standards the Bank or EWS specify for acceptance; the Bank will notify the Customer of any Inquiries or Response Data that are not processed for this reason.

1.3 Customer hereby represents and warrants (a) that it is a business entity that has operated as a business entity for a period of not less than one (1) year prior to the commencement of the EWS Service or is a Government Agency, (b) if Customer has selected accessing AOA, that Customer's annual revenue is in an amount equal to \$10 million or greater for the immediately preceding fiscal year, as reported in Customer's public filings or demonstrated by such other evidence that is provided by Customer, and (c) that it is not a Financial Services Organization (unless approved by EWS).

1.4 In addition, Customer hereby certifies that Customer shall be the end user of the EWS Service and the Response Data and other information obtained through the use of the EWS Service, and Customer shall use the EWS Service, Response Data, Processed Data and other information obtained through the EWS Service in accordance with Sections 2 and 3 of Exhibit A annexed hereto (*Authorized Use of the EWS Service*), and (iii) neither Processed Data, Response Data nor such other information shall be used for any other purpose at any time. Customer shall ensure that the foregoing certifications remain true with respect to Customer at all times during the term of these Service Terms. Upon Bank's request from time to time, Customer shall provide Bank and EWS a written attestation that the foregoing certifications are true and correct with respect to the Customer.

2. Documentation. The Bank shall distribute the Documentation for the EWS Service to Customer as reasonably required by, or agreed upon with, EWS. The Bank shall also provide any amendments to or revised versions of the Documentation to Customer as the same are made available by EWS where such amendments and revisions are material in nature and made for technical purposes. The Bank may direct Customer to EWS for response if Customer has questions or concerns regarding such amendments or revisions. Customer acknowledges that the standard Documentation may be periodically updated by EWS or Bank from time to time based upon changes required by Bank's or EWS' product teams, legal teams, senior management and/or governing bodies.

3. Inquiries and Bank Provision of Response Data or Processed Data in Accordance with Customer's Pre-Selected Criteria.

3.1 Customer Data; Compliance with Exhibit A. Customer shall comply with all applicable requirements of Exhibit A (*Authorized Use of the EWS Service*), including, without limitation, requirements relating to authorized uses of Response Data and Processed Data. Customer shall transmit all Inquiries for the EWS Service to Bank pursuant to the Documentation and Exhibit A, and Bank shall thereafter transmit such Inquiries to EWS. For each Inquiry properly transmitted to the National Shared Database by Customer through Bank, EWS will transmit Response Data to Bank on behalf of Customer. Bank, acting as Customer's processor, will then either provide the Response Data directly to Customer unchanged from the form transmitted to Bank by EWS or process such Response Data on behalf of Customer, and at Customer's request, map such Response Data into responses based on criteria that have been pre-set by Customer (such responses hereafter called "Processed Data") that Bank will then provide to Customer. Mapping will be done in accordance with instructions provided by EWS. The Processed Data may be provided in the form of the Customer's decision based on its pre-set criteria, such as "accept" or "decline." Customer acknowledges and agrees that Processed Data is time-sensitive and only intended to be used by Customer in connection with the specific Inquiry for which it was furnished. If agreed upon by Customer and Bank, Bank shall, upon completion of the processing and mapping of EWS Response Data into Processed Data, either execute or reject the instruction initiated by Customer pursuant to Customer's decision.

3.2 If Bank transmits Response Data to Customer unchanged (not mapped into Processed Data) or in the form of Processed Data, Customer agrees that if Customer uses such Response Data or Processed Data to take adverse action against the consumer about whom the Response Data/Processed Data relates, such consumer will be referred to EWS for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data or Processed Data.



3.3 Bank will assign Customer a unique identification number ("Client ID"). Additionally, if Inquiries are transmitted for multiple divisions or affiliates of Customer, Bank will assign each such division and/or affiliate of Customer a unique Client ID that will be included in all Inquiries transmitted to EWS for Customer. Customer agrees that EWS may define how the various Client ID fields within the Inquiry file are required to be populated during the implementation phase for Customer.

3.4 Customer agrees that EWS may limit or prohibit the markets and/or types of businesses that are eligible to receive Processed Data or any other response that is comprised of or derived from, in whole or in part, Response Data. Bank will provide Customer with information relating to such limitations or prohibitions. EWS or Bank may require Customer to provide information and/or documentation to EWS to allow EWS to verify that Processed Data or other responses that are comprised of or derived from, in whole or in part, Response Data, are being provided only to those markets and/or types of business that are eligible to receive such responses, and Customer agrees to comply with all such requirements. It is understood and agreed that EWS may require that Bank cease providing Processed Data or Response Data to Customer if EWS determines that Customer is conducting business of the type and/or within a market that is ineligible to use the EWS Service as described above.

3.5 As part of the EWS Service, Bank may furnish a decline notice to the intended recipient of a transaction if Customer's pre-set criteria for Processed Responses instructs Bank to reject such transaction on Customer's behalf. It is understood and agreed that such decline notices are not adverse action notices or any other notification sent pursuant to the FCRA, and that Customer is solely responsible for sending any required adverse action notices pursuant to Section 4.1.6 and Exhibit B and otherwise complying with FCRA as an end user of consumer reports under FCRA.

4. Additional Customer Rights and Responsibilities.

4.1 Restrictions on Use of the Response Data.

4.1.1 Customer agrees not to sell, resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity, except (i) for a transfer to an affiliate of such Customer with a need-to-know for internal use of Customer, and subject to all Applicable Laws, or (ii) as may be required by Applicable Laws.

4.1.2 Without limitation of the foregoing, Customer shall not transmit Response Data to any customer of Customer or any other third party, or allow any third party to access the Response Data, or sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity. Customer agrees that the Response Data is time-sensitive and only intended to be used in connection with the specific inquiry for which it was requested.

4.1.3 Customer shall not merge, aggregate or compile Response Data into any other database for use in connection with future Inquiries. If Customer uses Response Data to take adverse action against the consumer about whom the Response Data relates, Customer agrees to refer such consumer to EWS for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data. Customer shall provide Bank with concurrent notice of any such dispute referred to EWS.

4.1.4 Customer shall prohibit any customer of Customer that receives a response that is comprised of or derived from, in whole or in part, Response Data, from selling, reselling, sublicensing, or otherwise transferring any part of such response to any other person or entity, unless approved in writing by EWS. EWS may limit or prohibit the markets and/or types of business that are eligible to receive a response that is comprised of or derived from, in whole or in part, Response Data.

4.1.5 Customer acknowledges receipt of the notices attached hereto as Exhibit B, which describe certain obligations of (a) furnishers of information to consumer reporting agencies and (b) users of consumer reports. Customer shall at all times comply with Exhibit B regarding permissible purposes for use of Response Data, consumer reports, required certifications and notifications to consumers of adverse action. EWS shall have the right to suspend the provision of the EWS Service for a Customer's non-compliance with Response Data obligations hereunder (including without limitation, Exhibit B) at any time.

4.1.6 Customer agrees that all notifications to consumers of adverse action will be in substantially the following form:

ADVERSE ACTION NOTICE

This notice is provided by [INSERT NAME OF CUSTOMER: City of Los Angeles].

We're sorry, but we are unable to proceed with your payment transaction. Our decision was based in whole or in part on information obtained in a report from Early Warning Services, Inc., a consumer reporting agency. Early Warning provides authentication and risk management services to businesses nationwide.

You have a right under the Fair Credit Reporting Act (FCRA) to know the information contained in your credit file at Early Warning, the consumer reporting agency. Early Warning played no part in our decision and is unable to supply you with specific reasons for the denial decision made by us.

Under the Fair Credit Reporting Act, you have the right to obtain a free copy of your report from Early Warning, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with Early Warning.

You may reach Early Warning toll free at 1-800-745-4210, or write to them at:

Early Warning
16552 N. 90th Street
Scottsdale, AZ 85260



4.1.7 In addition to Customer's notification obligations under subsection 4.1.3, Customer shall promptly notify Bank of any complaint or dispute by or between Customer and any of its customers or other persons or entities relating to (a) Inquiries or Customer data or other data Contributed by Customer to EWS, (b) Response Data received from EWS, or (c) any action taken by Customer in reliance upon or as a result of Response Data received from EWS.

4.2 Customer Audit Rights/Information. Upon request by Customer, EWS shall provide to Customer a copy of its most recent Annual Risk Report (ARR), as well as any updated ARR's upon request from Customer. If, in addition to the information provided by EWS, Customer requires to conduct an on-site audit of EWS' information security program outside of EWS' regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit, as agreed upon between EWS and Customer. Any on-site audits (i.e. outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, if applicable, has been agreed upon between EWS and Customer. Fees related to these on-site audits will be billed to Customer separately from fees for the EWS Service. However, any on-site audit that is triggered by a regulatory requirement or a court order will not result in a daily fee as set forth herein. If, in addition to the information provided by EWS, Customer requires that EWS complete a questionnaire regarding EWS' information security program, then a fee shall be assessed to Customer for the questionnaire, as agreed upon between EWS and Customer. Any completion of a questionnaire in this instance shall not begin until the fee for each, if applicable, has been agreed upon between EWS and Customer. Fees related to the completion of questionnaires by EWS will be billed to Customer separately from fees for EWS Service.

4.3 Written Information Security Program. Customer shall maintain a written information security program that contains administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Response Data, (ii) protect against any anticipated threats or hazards to the security or integrity of Response Data, (iii) protect against unauthorized access to or use of such Response Data that could result in substantial harm or inconvenience to any customer of Customer, (iv) limit access, use and disclosure of Response Data as expressly permitted by these Service Terms, (v) ensure the proper disposal of Response Data, and (vi) comply with Applicable Law. Customer's information security program must be designed to: (i) meet the objectives of the Interagency Guidelines Establishing Information Security Standards promulgated by the federal banking agencies as amended from time to time, and (ii) include control objectives that meet applicable industry standards such as ISO 27002, FFIEC, OCC, PCI or NIST. Customer shall promptly notify EWS of any modification to Customer's information security program.

4.4 Breach of Security. In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Customer shall (i) immediately notify EWS by calling (877) 275-7774, Option 4; (ii) conduct a forensics examination to determine to what extent Response Data was compromised; (iii) provide to EWS, in writing, details concerning the breach, including: (A) nature and impact of the breach, (B) assessment of immediate risk due to the breach, (C) corrective actions already taken, and (D) corrective actions to be taken; (iv) cooperate with EWS and any affected Inquiries, Contributors, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by Applicable Law; and (v) take measures to restore and enhance its security policies and procedures to avoid further breaches.

4.5 Access to EWS Service. Customer shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to access the EWS Service, if the person has been convicted of a crime in connection with: (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (ii) a felony.

4.6 Test ID. If Customer receives a test identification number ("Test ID") from EWS, all Inquiries made by Customer in connection with a system test shall be made with the Test ID, separate from any customer identification number issued to that Customer. There is no fee associated with Inquiries made for the purposes of the system test. Customer agrees that any test must be approved in advance by EWS, will be performed in EWS' Client Acceptance Test (CAT) environment, and subject to more specific guidelines provided by EWS applicable to the type of test to be conducted.

4.7 Technical Integrator. In the event Customer wants to use a Technical Integrator (as defined in Exhibit D (*Technical Integrator*)) for the transmitting of Customer Data to EWS, transmitting Inquiry/Inquiry Data and receiving Response Data in response to an Inquiry, Customer shall comply with the terms of Exhibit D (*Technical Integrator*).

4.8 Compliance with Exhibits A and B and Applicable Laws. Customer hereby agrees to comply with the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. and all other Applicable Laws. Without limitation of the foregoing, Customer agrees to comply with and be bound by Exhibits A and B hereto to the extent applicable to Customer.

4.9 Consents. Customer represents and warrants that Customer has obtained authorization and consent from each of its customers and/or Intended payees or payors to provide Inquiries and, if applicable, Contributions to EWS.

5. EWS' and Bank's Rights and Responsibilities.

5.1 EWS' and Bank's Audit Rights/Information. EWS and Bank shall have the right to audit Customer, during normal business hours, upon reasonable advance notice, and not more than once per calendar year for the following annual audits: (i) compliance with these Service Terms, (ii) Customer's use of Response Data as set forth in Section 3 above and, (iii) to conduct an onsite audit of Customer's information security program and related policies, controls, processes and procedures. Customer shall provide Bank with the name and contact information of Customer representative that EWS and/or Bank should contact to facilitate the audit. In addition to any other audit rights of EWS described in these Service Terms, upon request of EWS, Customer shall complete a Shared Assessment Significant Information Gathering (SIG) Questionnaire or provide to EWS a copy of its most recent third party data processing audit or review (e.g., SOC2-Type II, ISAE 3402, SSAE 16 or equivalent based upon American Institute of Certified Public Accountants (AICPA) standards, Acceptable Use Procedures (AUP), as conducted by Customer's external auditors. Customer agrees that EWS and Bank may disclose to each other any information obtained during such audit/review.

5.2 Review of Customer's Use of the Response Data.



5.2.1 .No more than once per calendar year, except as provided below in the case of suspended non-compliance or unusual transaction activity, Customer agrees to cooperate with EWS and/or Bank in conducting an annual review of Customer's use of the Response Data to verify that Customer is using the Response Data in compliance with these Service Terms. Such review may include, but is not limited to: Customer's written certification that it is in compliance with these Service Terms; requests for documentation verifying such compliance; Interviews with personnel knowledgeable about Customer's use of these Service Terms; and/or on-site inspections during Customer's regular business hours of records, operations and procedures related to its use of the EWS Service. Customer agrees that EWS and Bank may disclose to each other any information obtained during such review. If the compliance review reveals that Customer is not in compliance with these Service Terms, or compliance cannot be verified, EWS and/or Bank may, upon written notice, suspend Customer's participation in the EWS Service, and the parties may promptly meet to discuss the matter and develop a proposed resolution plan. The resolution plan, including resolution period, must be approved by EWS and Bank. On or before the approved resolution date, Customer shall provide written certification to EWS and Bank that the resolution plan has been fully implemented and that Customer is in compliance with these Service Terms. If the resolution plan is not fully implemented on or before the approved resolution date, EWS may suspend or terminate the provision of Response Data, or require that Bank terminate these Service Terms with respect to Customer, upon written notice to Customer. Nothing in these Service Terms shall be construed to limit any of EWS' or Bank's other rights or remedies under these Service Terms.

5.2.2 .In addition to the annual reviews provided above, if (a) at any time EWS or Bank has a reasonable basis to believe that Customer is not in compliance with the terms of these Service Terms; (b) EWS or Bank identifies transaction activity that is not consistent with Customer's normal transaction activity based on past activity or compared to similar types of clients, including but not limited to dollar amounts, hit rate, and volume; or (c) EWS or Bank requires that Customer demonstrates its compliance with Customer's resolution plan created to address a document audit finding, EWS and/or Bank will notify Customer. Customer shall within two (2) business days of EWS' or Bank's notification, provide EWS and/or Bank, as applicable, with such documentation and information as may be reasonably requested by EWS and/or Bank to verify Customer's compliance with these Service Terms or to address any potential vulnerabilities identified by EWS and/or Bank in Customer's system or operations, as applicable to Customer's use of the EWS Service. Alternatively, at EWS's or Bank's election, upon reasonable notice, EWS and/or Bank may inspect Customer's records, operations and procedures related to these Service Terms on Customer's premises, during normal working hours, and in a manner as to minimize interference with Customer's normal business activities. If the compliance review reveals that Customer is not in compliance with these Service Terms, or compliance cannot be verified, EWS and/or Bank may, upon written notice, suspend Customer's participation in the EWS Service and the parties may promptly meet to discuss the matter and develop a proposed resolution plan in accordance with the specifications and procedure described above, with respect to annual compliance reviews. Nothing in these Service Terms shall be construed to limit any of EWS' or Bank's other rights or remedies under these Service Term

6. Confidentiality.

6.1 Confidentiality. Each party (the "disclosing party") has made and will continue to make available to the other party (the "receiving party") Confidential Information. The receiving party will maintain Confidential Information in confidence, and except as otherwise expressly permitted under these Service Terms or with the express prior written consent of the disclosing party, the receiving party will not disclose, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the disclosing party to any third party. The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination or unauthorized access to any Confidential Information received from the disclosing party as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate, or be accessed (but in no event less than a reasonable degree of care). Subject to this section, Bank may (i) use Customer's Confidential Information to provide services hereunder, (ii) disclose Customer's Confidential Information to EWS, and EWS' and its affiliates, contractors, consultants, auditors, agents and other third parties (where such other third parties have a need to know), and (iii) as otherwise permitted under the Account Documentation. The receiving party will be liable for any unauthorized disclosure or use of Confidential Information by any of its employees, consultants, agents, subcontractors or advisors.

6.2 Non-Disclosure of Consumer Data. To the extent that any information obtained by Customer is "nonpublic personal information" about "consumers" or "customers" as such terms are defined in Title V of the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. § 6802, and in regulations issued thereunder (collectively, "Consumer Data"), Customer agrees that it will not disclose or use such Consumer Data provided to it by the disclosing party under these Service Terms other than to carry out the purposes of these Service Terms or in any manner prohibited by the GLBA or the regulations issued thereunder. Customer further covenants and agrees to maintain appropriate measures designed to meet the objectives of the applicable guidelines establishing information security standards as adopted by any federal regulatory agencies having jurisdiction over Customer's affairs ("Guidelines"). Without limiting the foregoing, Customer hereby represents and warrants that its information security program described in Section 4.3 is designed to: (i) ensure the security and confidentiality of Consumer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to any consumer. Furthermore, Customer shall not knowingly permit any of its Representatives to access the EWS Service if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.

7. Disclosures. Customer acknowledges that Bank may disclose to a consumer reporting agency (i) the identity of the end user of the information obtained via EWS Service and (ii) each permissible purposes for which the report or information is furnished to the end user.

8. Inquiries about the EWS Service. Except as otherwise expressly provided herein, Customer shall contact Bank with all inquiries regarding the EWS Service.

9. Indemnification. Customer shall indemnify, defend and hold harmless Bank and all of its Representatives from any and all Losses, and threatened Losses arising out of or relating to: (a) Customer's actual or alleged breach of any representation, warranty, covenant or certification in these Service Terms, (b) Customer's actual or alleged breach of any of the confidentiality provisions in these Service Terms, or (c) Customer's failure to comply with the provisions hereof related to Contribution, Inquiries and use of Response Data. Additionally, Customer agrees to indemnify, hold harmless and



defend EVS, its directors, officers and employees from and against any and all Losses arising out of or relating to Customer's actual or alleged breach of any representation, warranty or covenant in these Service Terms.

10. Suspension; Termination.

10.1 Suspension of Customer's Access by EWS. EWS may suspend Customer's access to the EWS Service upon written notice to Bank and Customer, if Customer does not comply with the requirements of these Service Terms and such suspension shall remain in effect until such noncompliance is remedied. EWS may provide such notice via email to the appropriate contacts at Bank and Customer and such notice shall include a description of the noncompliance issue. In the event that Customer has not remedied or not made substantial progress in remedying the noncompliance within thirty (30) days of such notice, EWS may terminate Customer's access to the EWS Service.

10.2 Termination. In addition to each party's termination rights under the Account Documentation, Bank may terminate the provision of the EWS Service to Customer upon five (5) days written notice to Customer, if any Response Data provided to Customer is used or disposed by Customer as follows: (a) contrary to these Service Terms or Connectivity Agreement, provided such breach is material in nature and within the five (5) day notice period, Customer fails to cure such improper use or disclosure or in the event it is not possible to cure such breach, Customer fails to establish preventative measures designed to prevent a future breach; (b) in violation of any Applicable Law pertaining to the use of the EWS Service or Response Data and within the five (5) day notice period, Customer fails to cure such violation or in the event that such violation cannot be cured, Customer fails to establish preventative measures designed to prevent a future violation of a similar nature; or (c) Customer experiences any incident that jeopardizes the security of any Response Data in its possession. Bank may terminate the provision of the EWS Service immediately upon notice to Customer in the event that (i) Bank determines, in its sole discretion, that automated clearing house (ACH) return item volumes are not acceptable or that there have been excessive complaints from Customer's customers or consumers arising out of Customer's use of Response Data, or (ii) the Customer is the subject of any regulatory action. Termination of these Service Terms shall not release either party from obligations arising prior to such termination. The parties' respective rights and obligations under this Section 10 shall survive termination of these Service Terms.

11. Limitation of Bank's and EWS' Liability.

11.1 Limitation of Bank's Liability. Bank assumes no responsibility or liability arising from the transmission, treatment or storage of any data by EWS, including, without limitation, any Inquiry Data, Customer Data and Response Data. Without limitation of the foregoing, Bank shall have no responsibility or liability whatsoever for (a) the content of any Contribution of Customer Data or Inquiry Data transmitted by Customer to EWS and whether Customer properly or timely transmits such data; (b) the content of any Response Data transmitted by EWS to Customer and whether EWS properly or timely transmits such data; (c) any inaccuracy or omission in the Response Data or other data provided by EWS, regardless of the cause thereof, (d) any action taken by the Customer in reliance on Response Data, (e) any storage, use or misuse of Customer Data or Inquiry Data by EWS, and (f) Customer's failure to comply with the Documentation, including, without limitation, applicable technical specifications therein. Further, Bank shall have no responsibility or liability for any failure by Customer or customer of Customer to comply with the applicable requirements hereunder, including requirements in Exhibits A and B, regarding Customer Data, Contributions, Inquiries, use of Response Data and compliance with Applicable Laws.

11.2 No Liability of EWS. EWS shall have no liability to Customer under these Service Terms, including without limitation, any duties or obligations (contractual, at law or otherwise) owed by Bank to Customer or by Customer to Bank under these Service Terms. Customer acknowledges that EWS may notify Bank in the event of Customer's non-compliance with (a) the Contribution of data requirements as set forth in the Documentation and Exhibit A, or (b) the requirements for Inquiries, and in the event that EWS does so, Bank agrees to notify Customer thereof and to provide any details that EWS has provided to Bank. EWS shall have the right to suspend the provision of the EWS Service in the event of Customer's non-compliance with the Contribution and Inquiry requirements of Exhibit A and the Documentation.

11.3. No Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE EWS SERVICE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE BANK DOES NOT WARRANT THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE RESPONSE DATA OR OTHER DATA OR THAT ANY PART OF THE EWS SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

12. Notice to Users of Consumer Reports; FCRA. Customer acknowledges receipt of the notices attached hereto as Exhibit B (*Notices to Users*), which describe certain obligations of (a) furnishers of information to consumer reporting agencies, and (b) users of consumer reports. Customer acknowledges that these notices were provided to Bank by EWS and EWS is requiring that Bank provide these notices to Customer. Accordingly, Bank shall have no responsibility or liability for the content, accuracy or completeness of such notices. Customer shall be responsible for complying with all Applicable Laws in connection with Customer's provision of data, including Contribution data and Inquiry Data and Customer's use of Response Data, including without limitation, any obligations that Customer may have as a user of consumer reports under the FCRA.

13. EWS Service Selection. Customer acknowledges that Bank is a partial owner of EWS. Customer represents that Customer has made its independent determination for selection of the EWS Service and has not relied on any representation made by Bank in connection therewith. Customer acknowledges and agrees that EWS may receive revenue sharing or other fees from Bank in connection with the provision of the EWS Service to Customer.

14. Bank Obligation to Report to EWS. Under EWS' agreement with Bank, Bank is required to notify EWS if Bank receives notice, from any source, that (a) Customer; (b) any individual or entity that holds a controlling interest in Customer; (c) any member of Customer's board of directors or equivalent governing body; (d) any officer or manager of Customer; or (e) any other employee that has access to Response Data or has decision-making authority on how the EWS Service is used or marketed (each of the foregoing, a "Regulated Party"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body that would raise legitimate concerns regarding Customer's business practices or Customer's compliance with the use of the EWS Service. Accordingly, Customer will promptly notify Bank in the event



of the occurrence of any of the foregoing, and Customer hereby consents to the Bank's provision of such notification to EWS. EWS, in its sole discretion, may cease providing responses comprised in whole or in part of Response Data to Customer where Early Warning believes in good-faith that such legitimate concerns are well-founded.

15. Defined Terms. Capitalized terms used in these Service Terms, unless otherwise defined in the Account Terms shall have the meanings set forth below. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Account" means an account as defined by the board of Governors of the Federal Reserve System in Regulation CC, 12 C.F.R. Section 229.2(a), and may also include: a savings account, a money market account, a credit account or a brokerage account held by a consumer or company at the Financial Services Organization or other business relationship currently existing or pending between a Financial Services Organization and a consumer or a company.

"Account Owner Authentication" or **"AOA"** means identity-to-account matching performed using the Account Owner Authentication capability with the *Real-time Payment Chek®* service, and confirms an account owner or authorized user by inquiring against account owner data contributed to the National Shared Database resource.

"Account Owner Elements Data" or **"AOE Data"** means information about an Account and the related account owner(s) consisting of one or more of the types of information set forth in Exhibit A-1, as may be modified by EWS and/or Bank.

"Account Status Data" means information relating to the status of an Account with a Contributor in the form of a code.

"Authorized Uses" means the authorized uses of Response Data by Customer as defined in Exhibit A. Exhibit A may be modified from time to time by Early Warning upon written notice to Customer to provide additional Authorized Uses.

"Applicable Laws" means all federal, state and local laws, and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale provision, creation, delivery, transmission and use of the applicable EWS Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952 and the Gramm-Leach-Bliley Act (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.

"Confidential Information" means information not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or visual, electronic or other form. Confidential Information of the disclosing party include such party's (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee, customer and supplier information; (e) hardware and system designs, architectures, structure and protocols; (f) product and service specifications; and (g) manufacturing, operations, facilities, assets, purchasing, logistics, sales and marketing information, as well as the terms of these Service Terms.

"Contribute" or **"Contribution"** means the transmittal of Customer Data by Customer, if Customer is a Financial Services Organization, to the National Shared Database pursuant to Exhibit A (*Authorized Use of the EWS Service*).

"Contributor" means an entity that is a Financial Services Organization and transmits certain specific data elements to the National Shared Database.

"Customer Data" means the prescribed data (as described in Exhibit A (*Authorized Use of the EWS Service*)) contributed to the National Shared Databases directly by Customer for use in the EWS Service.

"Documentation" means any written user guides, specifications, technical requirements, descriptions or instructions created by Early Warning or the Bank describing the installation, set-up, function, features, operation and use of the EWS Service, and that will be or are provided to Customer.

"EWS" has the meaning set forth in Section 1 hereof.

"EWS Service" has the meaning set forth in Section 1 hereof.

"Financial Services Organization" means an entity that provides banking and/or investment products and services and is regulated by one or more of the following entities: Office of the Comptroller of the Currency (OCC), Consumer Financial Protection Bureau (CFPB) (excluding non-depository covered persons), National Credit Union Association (NCUA), Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), Federal Reserve (Fed), Federal Deposit Insurance Corporation (FDIC), The Public Corporation for the Supervision and Insurance of Cooperatives in Puerto Rico (COSSEC) or a state banking department. .

"Government Agency" means a local, state or federal government agency and its contractors.

"Inquiry" means each request for Response Data from the National Shared Databases by Customer.

"Inquiry Data" means the information contained within an Inquiry as described in Exhibit A (*Authorized Use of the EWS Service*).

"Integrator Connectivity" means the Customer is accessing the EWS Service through a direct connection with the Bank pursuant to these Service Terms.

"Item" means either: (a) a physical check; (b) an image replacement document (IRD); (c) MICR line information; (d) an automated clearinghouse entry; or (e) an item as defined by the Uniform commercial code.

"Item Level Data" means information about an Account with a Contributor relating to Return Item Data and/or Stop Pay Data.

"Losses" means all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.



"National Shared Database" means the collection of data maintained by Early Warning in one or more databases.

"Non-Participant Data" means information about a Contributor's experience with an Account, other than an Account with the Contributor, consisting of Transit Data and Return Item Data, as specified in technical specifications Documentation.

"Participant" means the Customer and as required by the context, may also include other customers using the EWS Service.

"Processed Response" shall have its meaning set forth in Section 4.2.

"Representatives" means a party's directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants.

"Response Data" means information from the National Shared Databases transmitted by Early Warning directly to Customer pursuant to the Connectivity Agreement, and in response to an inquiry by Customer. The information contained within Response Data is described in the applicable Documentation.

"Return Item Data" means information, in the form of a code, relating to an outgoing or incoming Item that is returned or as to which notice of nonpayment is provided, as specified in those particular documents within the Documentation.

"Scored Account Data" means information relating to an Account, based upon Non-Participant Data, in the form of a code, as specified in those particular documents within the Documentation.

"Stop Pay Data" means information about an Account with a Contributor relating to stop pay instructions on an Item or range of Items associated with the Account, as specified in those particular documents within the Documentation.

"Transit Data" means information identifying an Item by routing and Account number relating to an Account that is maintained by a depository Financial Services Organization, as specified in technical specifications Documentation.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have caused these Service Terms to be executed by their respective officers, thereunto duly authorized, on _____ of _____, 20____.

[Customer]

By: Dawn

Name: Briana Mangiaglin
Title: CITY TREASURER

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____



EXHIBIT A

Inquiries / Contribution / Authorized Uses of Data / Other Requirements

1. **Data Inquiries; Contribution.** Upon full execution of the Service Agreement, Participant may initiate Inquiries for Account Status Data, Item Level Data, Scored Account Data, and/or Account Owner Elements Data. The data required to transmit an Inquiry is set forth in the technical specifications in the Documentation.
 - 1.1 For each Inquiry based upon Account Status Data, Item Level Data, or Scored Account Data, Early Warning will deliver Response Data based upon the data available in the National Shared Database. Each such Inquiry may be transmitted alone or in conjunction with an Inquiry described in Section 1.2 below.
 - 1.2 For each Inquiry based on Account Owner Elements (AOE) Data, Participant will transmit to Early Warning the required AOE Data Elements as set forth in Exhibit A-1 (1) and (2) and Returns Data as set forth in Exhibit A-1 (3), and Early Warning will deliver Response Data to the extent such Inquiry Data matches Data available in the National Shared Database (a "Match"). Each Inquiry based upon Account Owner Elements Data must be transmitted in connection with an Inquiry described in Section 1.1 above.
 - 1.3 Participants that are Financial Services Organizations are subject to the Contribution Requirements set forth in Exhibit A-1.
- 1.4 **Authorized Uses of Response Data.** Participant shall use the EWS Service and Response Data subject to the terms and conditions of the Service Agreement, and solely for the purposes described below.
 - 1.4.1 For Inquiries based upon Account Status Data, Item Level Data, or Scored Account Data:
 - 1.4.1.1 To validate the existence of an Account and the associated Account Status Data, Item Level Data or Scored Account Data in determining whether to accept or decline an Item as payment for goods or services;
 - 1.4.1.2 As a factor in verifying, authorizing or guaranteeing a payment;
 - 1.4.1.3 To cash an Item or provide cash back from a deposit or payment;
 - 1.4.1.4 To decide whether to forward an Item for collection or represent it electronically; or
 - 1.4.1.5 To determine whether to allow the Account or application to be enrolled for use in connection with future transactions by validating that the Account exists and/or is in good standing.
 - 1.4.2 For Inquiries based upon Account Owner Elements Data:
 - 1.4.2.1 To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized accountholder, user, or signatory of the Account on which the Item is drawn;
 - 1.4.2.2 To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn;
 - 1.4.2.3 To determine whether to accept or decline an Item as funding for an Account by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the funding;
 - 1.4.2.4 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds;
 - 1.4.2.5 To determine whether to allow the Account to be enrolled for use in the connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user, or signatory of the Account; or (b) the company name is associated with the Account.
 - 1.4.3 For Participants that are Financial Service Organizations, the following are additional Authorized Uses of Response Data:
 - 1.4.3.1 For Inquiries based upon Account Status Data, Item Level Data or Scored Account Data:
 - 1.4.3.1.1 To determine whether to accept or decline an Item for payment of a credit card, line of credit or loan (including personal and small business loans and lines of credit, auto loans, home mortgages, home equity loans and lines of credit and student loans);
 - 1.4.3.1.2 To delay or restrict the open to buy decision;
 - 1.4.3.1.3 To validate the existence of a recipient Account of an outbound payment transaction and the associated Account Status Data, Item Level Data or Scored Account Data in determining whether to transfer funds to such recipient Account;
 - 1.4.3.1.4 To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the Account exists and/or is in good standing; and
 - 1.4.3.1.5 If the Participant determines that further investigation is necessary to mitigate risk based upon any of the following Response Data: Closed for Cause, Closed for Cause/Purged; Closed; Closed/Purged; Pending Closed; Post No Checks; Post No Debits; Enhances OD X/Y; Return Account; or Stop Payment, Participant may also use Response Data for the following purposes:
 - 1.4.3.1.5.1 As a factor in determining whether to close an existing Account for a consumer or company;



- 1.4.3.1.5.2 As a factor in determining whether to monitor an existing Account for a consumer or company; and
- 1.4.3.1.5.3 As a factor in determining whether to restrict or change existing Account privileges for a consumer or company (including, but not limited to: (a) reducing the credit line for the Account; (b) restricting Account access; and/or (c) modifying Account debit/withdrawal limits).

1.4.3.2 For Inquiries based upon Account Owner Elements Data:

- 1.4.3.2.1 To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the consumer is an authorized accountholder, user, or signatory of an Account used in connection with the transfer of funds; and
- 1.4.3.2.2 To determine whether to process a check order by validating that: (a) the consumer is an authorized accountholder, user or signatory of the Account; or (b) the company name is associated with the Account; and (c) the address is associated with the Account.

1.4.4 For Participants that are Government Agencies, Response Data may be used only as follows; provided, however, such Participant may not refuse or decline a consumer or a company transaction or request based solely on such Response Data:

1.4.4.1 For Inquiries based upon Account Status Data, Item Level Data, or Scored Account Data:

- 1.4.4.1.1 To determine if information provided by an individual or a company meets the National Institute of Standards and Technology (NIST) Level 2 and/or Level 3 identification and authentication requirements;
- 1.4.4.1.2 To validate the existence of an Account and the associated Account Status Data, Item Level Data, or Scored Account Data in determining whether to accept or decline an item as payment for goods or services; and
- 1.4.4.1.3 To determine whether to allow the Account or application to be enrolled for use in connection with future transactions by validating that the Account exists and/or is in good standing.

1.4.4.2 For Inquiries based upon Account Owner Elements Data:

- 1.4.4.2.1 To direct requests for Account verifications to Financial Services Organizations;
- 1.4.4.2.2 To determine if information provided by an individual or a company meets the NIST Level 2 and/or Level 3 identification and authentication requirements;
- 1.4.4.2.3 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds; and
- 1.4.4.2.4 To determine whether to allow the Account to be enrolled for use in connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user or signatory of the Account; or (b) the company name is associated with the Account.

1.5 Restrictions on Use of Account Status Data. Participant shall not refuse or decline an item based solely on the following Response Data: No Information; No Known Information; Not Located; Non-DDA; Broker Check; Credit Card Check; Home Equity Check; or Line of Credit Check.

1.6 Authorized Use of Data by Early Warning. The Participant hereby authorizes Early Warning to use Inquiry Data and Participant Data as contributed pursuant to this Exhibit A, for the purpose of: (a) providing the EWS Service; (b) providing Response Data to Resellers; (c) providing Response Data to other participants for the purpose of conducting value testing; (d) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate Early Warning's services; (e) developing and providing new services or enhancements to existing Early Warning services; and (f) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other Inquirers and Contributors, provided that such reports and analyses do not identify specific Inquiry Data or Response Data with respect to any Inquirer or Contributor.

1.7 Intentionally Omitted.

1.8 Inquiry and Participant Data Accuracy of Participant.

- 1.8.1 Participant shall use commercially reasonable efforts to ensure that all Inquiry and Participant Data (the "Inquiry and Participant Data") transmitted to the National Shared Database is accurate and complete at the time of transmittal.
- 1.8.2 If Participant determines or otherwise becomes aware that Inquiry and Participant Data transmitted to the National Shared Database by such Participant is inaccurate or incomplete, Participant shall: (a) immediately notify Early Warning that such Inquiry and Participant Data is inaccurate and/or incomplete; (b) provide Early Warning with any corrections to such Inquiry and/or Participant Data, or with additional information necessary to make such Inquiry and Participant Data accurate and complete; or (c) delete such information from the National Shared Database (collectively the "Action Plan"). Participant shall further ensure that the inaccurate, incomplete, or unverifiable information is not transmitted to the National Shared Database in any future transmission of Inquiry and Participant Data.
- 1.8.3 Inquiry and Participant Data may only be contributed if it applies to an event that occurred less than seven (7) years from the date of contribution.
- 1.8.4 Upon request by Early Warning, and not more than once annually per contributed dataset, Participant shall: (a) certify the accuracy of contributed Inquiry and Participant Data by verifying that a random sample of Participant's Data provided from Early Warning to Participant



is accurate; (b) assign individuals to the certification process that have the knowledge and authority to provide such certification; (c) cooperate with Early Warning in the exchange of sample files and meet the established timelines for review and certification of such random sample; and (d) identify any inaccurate or incomplete information and provide a written resolution plan and remediation timelines agreeable to Early Warning (the "Written Resolution Plan") and ensure that inaccurate or incomplete information is not transmitted to the National Shared Database for any future transmission of Inquiry and Participant Data.

- 1.8.4.1 Notwithstanding Section 7.4, Early Warning may request, more than once annually, verification and certification of Participant's Data if it has reason to suspect such Inquiry and Participant Data may be inaccurate or incomplete.
- 1.8.5 Upon request by Early Warning, and not more than once annually per contributed dataset, Participant shall attest that Inquiry and Participant Data contributed by Participant is in compliance with the terms of this Exhibit A.
- 1.8.6 Notwithstanding Participant's obligations to meet said requirements of the Action Plan in Section 7.2 or the Written Resolution Plan in Section 7.4, Early Warning may still charge to Participant a Data Quality Non-Compliance Fee (as set forth below). However, at Early Warning's sole discretion, it may waive the Data Quality Non-Compliance Fee if Participant completes the requirements of the Action Plan or the Resolution Plan.
- 1.8.7 Participant agrees that Early Warning has the right to charge Participant a fee each time a Participant has transmitted inaccurate or incomplete Inquiry or Participant Data (a "Violation") as set forth in the Table in Section 6.7.1 below (the "Data Quality Non-Compliance Fee").

6.7.1

| Data Quality | Violation | Data Quality Non-Compliance Fee |
|--------------|---|---|
| | First violation. | 20% of the total monthly bill charged to such Participant by JPMC in the month immediately following the notification or cure period, if any. |
| | Uncorrected violation (Month 2 following notice of the first violation) or second violation of the same rule within 12 months of the first violation. | 25% of the total monthly bill charged to such Participant by JPMC. |
| | Uncorrected violation (Month 3 following notice of the first violation and subsequent months until corrected) or third violation of the same type within a 12 month period after notification of the first violation. | 50% of the total monthly bill charged to such Participant by JPMC. |

1.9 Implementation of Required Releases and Releases.

- 1.9.1 "Release" means an enhancement, update, modification, or fix to the EWS Service in the form of software, file changes, or other methods provided by Early Warning.
- 1.9.2 "Required Release" means a Release that: (a) materially affects the performance of the National Shared Database as determined by Early Warning or is the result of a change in Applicable Law.
- 1.9.3 Early Warning shall provide a ninety (90) days' prior written notice to Participant of all Required Releases. Participant shall install Required Releases within ninety (90) calendar days of the date of such Required Release.
- 1.9.4 Participant agrees that Early Warning has the right to charge Participant a fee each time a Participant has failed to install a Required Release (a "Violation") as set forth in the Table in Section 8.4.1 below (the "Required Release Non-Compliance Fee").



1.9.4.1

| Required Releases | Violation | Required Release Noncompliance Fee |
|-------------------|---|---|
| | First violation. | 15% of the total monthly bill charged to such Participant by JPMC in the month immediately following the notification or cure period, if any. |
| | Uncorrected violation (Month 2 following notice of the first violation) or second violation of the same rule within 12 months of the first violation. | 25% of the total monthly bill charged to such Participant by JPMC. |
| | Uncorrected violation (Month 3 following notice of the first violation and subsequent months until corrected) or third violation of the same type within a 12 month period after notification of the first violation. | 40% of the total monthly bill charged to such Participant by JPMC. |

1.9.5 Early Warning may, from time to time, implement Releases. Early Warning shall support Releases for a minimum of thirty-six (36) months from the date the Release is first available to Participants in a production environment. Upon implementing a Release, Early Warning may, in its discretion, require Participants to upgrade to the most current Release and discontinue supporting the prior Release. In this event, Participant shall upgrade to the most current Release upon no less than twenty-four (24) months' prior written notice.

- 1.9.5.1 If Participant does not upgrade to the most current Release within the twenty-four (24) month notice period prescribed in Section 8.3, Participant shall be subject to ongoing Release support fees for any prior Release as described below in Section 8.5.2.
- 1.9.5.2 Participant agrees to pay a prior Release support fee to be imposed for each month following the expiration of the twenty-four (24) months' prior notice, if Participant fails to implement the current Release. For each month of the first three (3) months during which Participant has not implemented the current Release, the support fee shall be calculated to equal ten percent (10%) of Participant's monthly invoice. Subsequently, the support fee shall increase by an additional ten percent (10%) of each month's invoice for each quarter that Participant has not implemented the current Release. For the avoidance of doubt, the second quarter support fee for non-implementation of the current Release shall equal twenty percent (20%) of Participant's monthly invoice.

1.10 Data Quality and Required Release Non-Compliance Violation Notice and Cure Period (if applicable).

- 1.10.1 Early Warning will deliver written notice of noncompliance to the Participant, and JPMC, which notice shall specify each violation(s) (a "Noncompliance Notice"). The Noncompliance Notice will include a description of the actions or inactions of the Participant giving rise to the violation, the actual or approximate dates of such violations, and if quantifiable at the time, the amount of any Noncompliance Fee. Early Warning may, in its sole discretion, and in writing, provide a limited time period for the Participant to cure such violation before imposing the Noncompliance Fee.
- 1.10.2 Either of the two Noncompliance Fees above are payable by the Participant thirty (30) Days after the later of the delivery of the notification or the expiration of any cure period specified in the notification, if applicable. The Participant will not be responsible for any Noncompliance Fees during the cure period, if applicable.

1.11 Additional Data Elements to be Contributed.

- 1.11.1 Participant acknowledges that Early Warning may require additional data elements to be contributed as deemed by Early Warning as necessary for the EWS Service. Early Warning will provide written notice to JPMC and/or to Participant about the additional data elements to be contributed and Participant shall begin to contribute said data elements no later than twenty-four (24) months after said written notice.

1.12 Suspension of EWS Service to Participant.

- 1.12.1 Notwithstanding the ability to assess, or the assessment of, the two Non-Compliance Fees above, Participant agrees that Early Warning may immediately suspend the provision of the EWS Services for any material breach or repetitive breaches, material or otherwise, by Participant of the terms of this Exhibit A and Early Warning may continue the suspension until the material breach or repetitive breaches have been completely remedied by Participant.

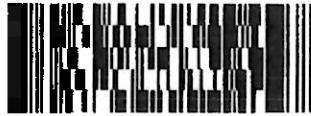


EXHIBIT A-1

CONTRIBUTION REQUIREMENTS FOR FINANCIAL SERVICES ORGANIZATION (FSO) PARTICIPANTS

- (1) An FSO Participant that has more than 250,000 Accounts AND is using the Real-Time Payment Chek with the Account Owner Authentication capability must contribute: Account Status Data, Item Level Data, Non-Participant Data and AOE Data.
- (2) Any FSO Participant that has more than 250,000 Accounts must contribute: ACH transactions and returns, all items files, daily account status updates, stop payment records and incoming and outgoing returns on all of its Accounts, in accordance with the Documentation.

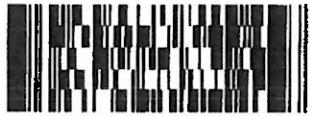


EXHIBIT B

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681–1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA—such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:



- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts Are In Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of the reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the address in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at <http://www.consumerfinance.gov/learnmore>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than In the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.



- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with federal, state or local laws and regulations or the rules of a self regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

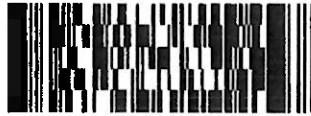
Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.



VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part, and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.



The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

| | |
|--------------|-------------------|
| Section 602 | 15 U.S.C. 1681 |
| Section 603 | 15 U.S.C. 1681a |
| Section 604 | 15 U.S.C. 1681b |
| Section 605 | 15 U.S.C. 1681c |
| Section 605A | 15 U.S.C. 1681cA |
| Section 605B | 15 U.S.C. 1681cB |
| Section 606 | 15 U.S.C. 1681d |
| Section 607 | 15 U.S.C. 1681e |
| Section 608 | 15 U.S.C. 1681f |
| Section 609 | 15 U.S.C. 1681g |
| Section 610 | 15 U.S.C. 1681h |
| Section 611 | 15 U.S.C. 1681i |
| Section 612 | 15 U.S.C. 1681j |
| Section 613 | 15 U.S.C. 1681k |
| Section 614 | 15 U.S.C. 1681l |
| Section 615 | 15 U.S.C. 1681m |
| Section 616 | 15 U.S.C. 1681n |
| Section 617 | 15 U.S.C. 1681o |
| Section 618 | 15 U.S.C. 1681p |
| Section 619 | 15 U.S.C. 1681q |
| Section 620 | 15 U.S.C. 1681r |
| Section 621 | 15 U.S.C. 1681s |
| Section 622 | 15 U.S.C. 1681s-1 |
| Section 623 | 15 U.S.C. 1681s-2 |
| Section 624 | 15 U.S.C. 1681t |
| Section 625 | 15 U.S.C. 1681u |
| Section 626 | 15 U.S.C. 1681v |
| Section 627 | 15 U.S.C. 1681w |
| Section 628 | 15 U.S.C. 1681x |
| Section 629 | 15 U.S.C. 1681y |



**NOTICE TO USERS OF CONSUMER REPORTS UNDER
CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CIVIL CODE SECTION 1785.20-1785.22**

The California Consumer Credit Reporting Agencies Act (Civil Code Sections 1785.1 – 1785.36) requires that this notice be provided to inform users of consumer reports of their responsibilities under Sections 1785.20-1785.22 of the California Civil Code.

Sections 1785.20-1785.22 impose the following duties upon users of consumer reports:

1785.20. (a) If any person takes any adverse action with respect to any consumer, and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, that person shall do all of the following:

(1) Provide written notice of the adverse action to the consumer.

(2) Provide the consumer with the name, address, and telephone number of the consumer credit reporting agency which furnished the report to the person.

(3) Provide a statement that the credit grantor's decision to take adverse action was based in whole or in part upon information contained in a consumer credit report.

(4) Provide the consumer with a written notice of the following rights of the consumer:

(A) The right of the consumer to obtain within 60 days a free copy of the consumer's consumer credit report from the consumer credit reporting agency identified pursuant to paragraph (2) and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.

(B) The right of the consumer under Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

(b) Whenever credit or insurance for personal, family, or household purposes involving a consumer is denied or the charge for such credit is increased either wholly or in part because of information obtained from a person other than a consumer credit reporting agency bearing upon consumer's credit worthiness or credit standing, the user of that information shall, within a reasonable period of time, and upon the consumer's written request for the reasons for that adverse action received within 60 days after learning of the adverse action, disclose the nature and substance of the information to the consumer. The user of the information shall clearly and accurately disclose to the consumer his or her right to make such a written request at the time the adverse action is communicated to the consumer.

(c) No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that at the time of the alleged violation he or she maintained reasonable procedures to assure compliance with this section.

(d) Nothing in this chapter shall excuse compliance with the requirements of Section 1787.2.

1785.20.1. (a) Except as provided in subdivision (b), any person who uses a consumer credit report in connection with any credit transaction not initiated by the consumer and which consists of a firm offer of credit shall provide with any solicitation made to the consumer a clear and conspicuous statement as to all of the following:

(1) Information contained in the consumer's prequalifying report was used in connection with the transaction.

(2) The consumer received the offer of credit, because the consumer satisfied the criteria for creditworthiness under which the consumer was selected for the offer.

(3) Where applicable, the credit may not be extended if, after the consumer responds to the offer, the consumer does not meet the criteria used to select the consumer for the offer.

(4) The consumer has a right to prohibit use of information contained in the consumer's file with any consumer credit reporting agency in connection with any credit transaction that is not initiated by the consumer. The consumer may exercise this right by notifying the notification system or joint notification system established under subdivision (d) or (e) of Section 1785.11.

(b) Subdivision (a) does not apply to any person using a prequalifying report if all of the following conditions are met:

(1) The person using the prequalifying report is affiliated by common ownership or common corporate control with the person who procured the report.

(2) The person who procures the prequalifying report from the consumer credit reporting agency clearly and conspicuously discloses to the consumer to whom the report relates, before the prequalifying report is provided to the person who uses the report, that the prequalifying report might be provided to, and used by, persons affiliated in the manner specified in paragraph (1) with the person that procured the report.

(3) The consumer consents in writing to this provision and use of the prequalifying report.

(c) No person shall be denied credit on the basis of the consumer's refusal to provide consent pursuant to paragraph (3) of subdivision (b), unless that consent is necessary for the extension of credit, related to that transaction, by an affiliate.

1785.20.2. Any person who makes or arranges loans and who uses a consumer credit score as defined in Section 1785.15.1 in connection with an application initiated or sought by a consumer for a closed end loan or establishment of an open end loan for a consumer purpose that is secured by one to four units of residential real property shall provide the following to the consumer as soon as reasonably practicable:



(a) A copy of the information identified in subdivision (a) of Section 1785.15.1 that was obtained from a credit reporting agency or was developed and used by the user of the information. In addition to the information provided to it by a third party that provided the credit score or scores, a lender is only required to provide the notice contained in subdivision (d).

(b) If a person who is subject to this section uses an automated underwriting system to underwrite a loan, that person may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency. However, if a numerical credit score is generated by an automated underwriting system used by an enterprise, and that score is disclosed to the person, it shall be disclosed to the consumer consistent with subdivision (c). For purposes of this subdivision, the term "enterprise" shall have the meaning provided in paragraph (6) of Section 4502 of Title 12 of the United States Code.

(c) A person subject to the provisions of this section who uses a credit score other than a credit score provided by a consumer reporting agency may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency.

(d) A copy of the following notice, which shall include the name, address, and telephone number of each credit bureau providing a credit score that was used:

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

(e) This section shall not require any person to do the following:

(1) Explain the information provided pursuant to Section 1785.15.1.

(2) Disclose any information other than a credit score or key factor, as defined in Section 1785.15.1.

(3) Disclose any credit score or related information obtained by the user after a loan has closed.

(4) Provide more than one disclosure per loan transaction.

(5) Provide the disclosure required by this section when another person has made the disclosure to the consumer for that loan transaction.

(f) Any person's obligation pursuant to this section shall be limited solely to providing a copy of the information that was received from the consumer credit reporting agency. No person has liability under this section for the content of that information or for the omission of any information within the report provided by the consumer credit reporting agency.

(g) As used in this section, the term "person" does not include an "enterprise" as defined in paragraph (6) of Section 4502 of Title 12 of the United States Code.

1785.20.3. (a) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who discovers that the consumer's first and last name, address, or social security number, on the credit application does not match, within a reasonable degree of certainty, the consumer's first and last name, address or addresses, or social security number listed, if any, on the consumer credit report, shall take reasonable steps to verify the accuracy of the consumer's first and last name, address, or social security number provided on the application to confirm that the extension of credit is not the result of identity theft, as defined in Section 1798.92.

(b) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who has received notification pursuant to subdivision (k) of Section 1785.16 that the applicant has been a victim of identity theft, as defined in Section 1798.92, may not lend money or extend credit without taking reasonable steps to verify the consumer's identity and confirm that the application for an extension of credit is not the result of identity theft.

(c) Any consumer who suffers damages as a result of a violation of this section by any person may bring an action in a court of appropriate jurisdiction against that person to recover actual damages, court costs, attorney's fees, and punitive damages of not more than thirty thousand dollars (\$30,000) for each violation, as the court deems proper.

(d) As used in this section, "identity theft" has the meaning given in subdivision (b) of Section 1798.92.

(e) For the purposes of this section, "extension of credit" does not include an increase in an existing open-end credit plan, as defined in Regulation Z of the Federal Reserve System (12 C.F.R. 226.2), or any change to or review of an existing credit account.

(f) If a consumer provides initial written notice to a creditor that he or she is a victim of identity theft, as defined in subdivision (d) of Section 1798.92, the creditor shall provide written notice to the consumer of his or her rights under subdivision (k) of Section 1785.16.



(g) The provisions of subdivisions (k) and (l) of Section 1785.16 do not apply to a consumer credit reporting agency that acts only as a reseller of credit information by assembling and merging information contained in the database of another consumer credit reporting agency or the databases of multiple consumer credit reporting agencies, and does not maintain a permanent database of credit information from which new credit reports are produced.

(h) This section does not apply if one of the addresses at issue is a United States Army or Air Force post office address or a United States Fleet post office address.

1785.20.5. (a) Prior to requesting a consumer credit report for employment purposes, the user of the report shall provide written notice to the person involved. The notice shall inform the person that a report will be used, and shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of the report. The notice shall also inform the person of the source of the report, and shall contain a box that the person may check off to receive a copy of the credit report. If the consumer indicates that he or she wishes to receive a copy of the report, the user shall request that a copy be provided to the person when the user requests its copy from the credit reporting agency. The report to the user and to the subject person shall be provided contemporaneously and at no charge to the subject person.

(b) Whenever employment involving a consumer is denied either wholly or partly because of information contained in a consumer credit report from a consumer credit reporting agency, the user of the consumer credit report shall so advise the consumer against whom the adverse action has been taken and supply the name and address or addresses of the consumer credit reporting agency making the report. No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that, at the time of the alleged violation, he or she maintained reasonable procedures to assure compliance with this section.

1785.21. (a) A user in its discretion may notify the consumer that upon request the user may contact the consumer reporting agency and request that the consumer reporting agency investigate the current status of an item or items of information contained in the consumer report if the consumer disputes the completeness or accuracy of an item or items of information as provided to the user.

(b) The consumer credit reporting agency may require identification from the user to insure the validity of the request and, in that regard, may require that the request be put in writing with proper identification.

(c) In the event that any such request is made and identification given in the form or manner demanded by the consumer credit reporting agency, such agency shall review the file of the consumer and report the current status of the disputed information to the user and the consumer by the most expeditious means possible.

(d) No user who furnishes information pursuant to this section shall be liable to any person for furnishing such information.

1785.22. (a) A person may not procure a consumer credit report for the purpose of reselling the report or any information therein unless the person discloses to the consumer credit reporting agency which issues the report the identity of the ultimate end user and each permissible purpose for which the report is furnished to the end user of the consumer credit report or information therein.

(b) A person that procures a consumer credit report for the purpose of reselling the report or any information therein shall do all of the following:

(1) Establish and comply with reasonable procedures designed to ensure that the consumer credit report or information is resold by the person only for a purpose for which the report may be furnished under this title. These procedures shall include all of the following:

(A) Identification of each prospective user of the resold consumer credit report or information.

(B) Certification of each purpose for which the consumer credit report or information will be used.

(C) Certification that the consumer credit report or information will be used for no other purpose.

(2) Before reselling the consumer credit report or information, the person shall make reasonable efforts to verify the identities and certifications made under paragraph (1).



All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Web- site of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA cross referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

ACCURACY GUIDELINES

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

1. Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
2. Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D)
3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
4. Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).



Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial Institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.



EXHIBIT C

TECHNICAL INTEGRATOR

1. "Technical Integrator" means any third party designated by Customer that has physical, logical or network access to Inquiry Data, Response Data, and any other Early Warning data transmitted between any of these parties or the systems that house any such data. For the avoidance of doubt, a third party shall be considered a Technical Integrator if it receives and transmits a response comprised in whole, or in part, of Response Data.
2. "TI Customer" means, as applicable, and for purposes of the requirements of this Exhibit, a Customer, that wants to use, and designate for use, a Technical Integrator for the transmitting of Customer Data, the transmitting of Inquiry/Inquiry Data and the receiving of Response Data in response to an Inquiry.
3. TI Customer shall enter into a written agreement with their Technical Integrator that satisfies the requirements of this Exhibit.
4. TI Customer shall perform annually, due diligence and review of Technical Integrator's information security related documentation, conduct a risk assessment of its information security related controls, identify findings and weaknesses in such controls, and document a remediation plan, as necessary.
5. Upon a reasonable suspicion of Technical Integrator's non-compliance with the requirements of the Exhibit or applicable law, Early Warning will have the right to audit Technical Integrator, which may be performed jointly with that TI Customer.
6. At Early Warning's request, TI Customer will provide its agreement with Technical Integrator (redacted as necessary) to Early Warning for Early Warning's review to ensure compliance with the requirements of the Exhibit.
7. TI Customer shall be responsible for the Technical Integrator's acts and omissions in connection with the requirements of 13 (a), (b) and (c) below.
8. TI Customer acknowledges and agrees that Early Warning shall not be liable for any errors committed by the Technical Integrator in the transmission of Inquiry and Response Data and/or the failure to transmit such Data.
9. If a TI Customer has an existing agreement with its Technical Integrator that does not satisfy the requirements of this Exhibit, then TI Customer shall amend its agreement, as appropriate, with the Technical Integrator prior to the use of that Technical Integrator for the transmission of Inquiry or Response Data.
10. TI Customer will notify Early Warning in writing of any termination, replacement or other change to its designated Technical Integrator as soon as reasonably practicable.
11. TI Customer acknowledges and agrees that Early Warning currently requires its own agreement with that Technical Integrator designated by the TI Customer. Furthermore, TI Customer acknowledges and agrees that the Technical Integrator will be subject to Early Warning's vetting and risk assessment. TI Customer acknowledges that if in the future Early Warning does not require its own agreement with that Technical Integrator, Early Warning still hereby reserves the right, in its absolute discretion, to later require an agreement between Early Warning and the Technical Integrator, and TI Customer shall cooperate with Early Warning to facilitate such an agreement.
12. TI Customer acknowledges that the requirements set forth in Section 13 below may be modified from time to time by Early Warning to address regulatory guidance and/or information security requirements.
13. TI Customer shall ensure that all of the provisions set forth below are placed within the agreement with its Technical Integrator:
Technical Integrator shall (a) maintain an information security program that meets the requirements of the Service Agreement; (b) impose upon the Technical Integrator confidentiality provisions no less restrictive than the confidentiality provisions of the Service Agreement; (c) require that the Technical Integrator (i) not transmit Response Data received in response to an Inquiry to any party other than in response to an Inquiry initiated by that specific TI Customer (ii) not merge, aggregate or compile Response Data into any other database for use in connection with future inquiries.



J.P.Morgan

Commercial Banking

Paymentus Electronic Billing and Payment Service Terms

Contents

| | | |
|----------|--|------------------------------|
| 1 | These Service Terms | Error! Bookmark not defined. |
| 1.1 | Understanding these Service Terms | 1 |
| 1.2 | Our Relationship with Paymentus | 1 |
| 2 | Using this Service | Error! Bookmark not defined. |
| 2.1 | Scope of Services | 1 |
| 3 | Payment Processing | 1 |
| 3.1 | Integration with Your Billing System | 1 |
| 3.2 | Authorizing Transactions | 1 |
| 3.3 | Your Settlement Account | 2 |
| 3.4 | ACH Processing | 2 |
| 4 | Fees and Other Amounts | 2 |
| 4.1 | Service Fees | 2 |
| 5 | Other Requirements | 2 |
| 5.1 | Your Responsibilities | 2 |
| 5.2 | Withdrawal of Access/Suspension of Service | 3 |
| 5.3 | Intellectual Property | 3 |
| 5.4 | After Termination | 3 |
| 6 | Definitions | 3 |

1 These Service Terms

1.1 Understanding these Service Terms

- a) These Paymentus Electronic Billing and Payment Service Terms (including the Merchant Processing Instructions and Guidelines and all other schedules attached hereto, these “Service Terms”):
 - Relate to your Global Account Terms or Core Account and Service Terms, as applicable (including any addenda thereto, the “Account Terms”)
 - Apply only to our Paymentus Electronic Billing and Payment Service (this “Service”), and
 - are effective on the date that you start using this Service.
- b) By using this Service, you also agree to the terms set forth in the Merchant Payment Processing Instructions and Guidelines (the “Merchant Processing Guidelines”), attached hereto as Schedule A.
- c) If there is any conflict between the terms stated herein and the Merchant Processing Guidelines as relates to the submerchant account, the terms of the Merchant Processing Guidelines shall govern.
- d) If there is any conflict between the terms stated herein and the Account Terms, the terms stated herein shall govern.
- e) Capitalized terms are defined in the Account Terms or in these Service Terms.

1.2 Our Relationship with Paymentus

- a) We use Paymentus Corporation (“Paymentus”) as our primary application service provider to provide this Service to you.

2 Using this Service

2.1 Scope of Services

- a) This Service will provide you with the:
 - ability to present bills and receive payments from your Users electronically
 - ability to provide your Users information to receive billing notifications, reminders, secure electronic billing and electronic client payment options, and
 - other services described in Schedule B to these Service Terms.

3 Payment Processing

3.1 Integration with Your Billing System

- a) Paymentus will develop and maintain one real-time interface to interact with your billing system.

3.2 Authorizing Transactions

- a) Paymentus will:
 - confirm the dollar amount of all Payments, and when paid by the User, the corresponding fee to be charged
 - electronically obtain the User’s approval of the charges prior to initiating a payment authorizations transaction, and
 - provide you with an electronic confirmation of all transactions and transaction reports.

3.3 Your Settlement Account

- a) You will designate a Settlement Account with us, which will be governed by your Account Terms and the applicable provisions of the Merchant Processing Guidelines.

3.4 ACH Processing

- a) Paymentus will initiate ACH debit entries to the accounts of Users who choose to pay using ACH transactions.
- b) We will not be responsible for any delays in receipt of funds or errors in Account entries caused by you, your Users or any other third party.
- c) In preparing and transmitting ACH debit entries, we:
 - can rely on all information and data for any User provided to Paymentus through the Paymentus System, and
 - will not be responsible for the inaccuracy of such information and data.

4 Fees and Other Amounts

4.1 Service Fees

- a) A schedule of the Service Fees will be provided to you.

4.2 Convenience Fees

- a) To the extent any User is being assessed a Convenience Fee, your Fee Schedule will specify the amount thereof and whether such fee will be:
 - added to the total transaction amount and either (i) retained by you, or (ii) retained by us (in lieu of additional costs to you in connection with the transaction), or
 - collected directly from the User by Paymentus as a separate charge to the User's card or account.
- b) The party retaining the Convenience Fee will be responsible for obtaining any necessary consents and issuing any required disclosures to such User and for paying any applicable fees and taxes related to the assessed Convenience Fee.

5 Other Requirements

5.1 Your Responsibilities

- a) You agree that you will:
 - enter into all applicable merchant card or cash management agreements
 - provide the file format specification you currently use to post your payments to the billing system
 - provide Paymentus the information required to integrate with your billing system, and
 - cooperate with Paymentus when it changes its settlement and invoicing processes.
- b) You agree to present this Service to your Users as a payment method option wherever you usually communicate your payment method options, including by:
 - bills, invoices and other notices
 - providing IVR and Web payment details on your website, including a "Pay Now" or similar link in a mutually agreed prominent place

- your general IVR/Phone system, and
- other channels of your choice.

c) You agree to promote your use of this Service by displaying the approved Paymentus logos, graphics and other marketing materials, which Paymentus will provide to you.

5.2 Withdrawal of Access/Suspension of Service

a) You will immediately notify us if you revoke enrollment of any User, or suspend any User or any User's access to this Service.

5.3 Intellectual Property

- a) To allow you to promote this Service and Paymentus' role, you may use Paymentus' logo and other service marks ("Paymentus Marks") for such purpose only.
- b) You do not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the Paymentus System) or other intellectual property right of Paymentus ("Paymentus Intellectual Property").
- c) All Paymentus Marks, Paymentus Intellectual Property, and the Paymentus System, and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

5.4 After Termination

a) Upon termination of these Service Terms:

- you agree to cooperate with us to ensure that all Payments are accounted for and all refundable transactions have been completed, and
- we can immediately stop providing this Service to you.

6 Definitions

"Convenience Fee" an amount charged to a User for the convenience of using the Paymentus Platform.

"IVR" Interactive Voice Response System.

"Payment" payments made by Users to you for your services, bills, or other amounts owed to you.

"Payment Amount" the amount Users pay to you.

"Paymentus System" the platform through which Payments can be made, which includes IVR or secure Internet interface provided at Paymentus' website or other websites that are part of Paymentus' Instant Payment Network.

"User" a person making a Payment through the Paymentus System.

"We, our, and us" JPMorgan Chase Bank, N.A., and solely to the extent we are using Paymentus to provide this Service to you under these Service Terms.

"You, your, and yours" Our customer acting individually or in another capacity and uses this Service

IN WITNESS WHEREOF, the parties hereto have caused these Service Terms to be executed by their respective authorized officers. These Service Terms shall be legally binding and deemed effective upon the date when the Service Terms have been executed by both the Customer and the Bank.

JPMORGAN CHASE BANK, N.A.

(Bank)

Signature: _____
Print Name: _____
Title: _____
Date: _____

CITY OF L.A.

**on behalf of itself and any agencies it has the authority to act
for using the Service including but not limited to the entities
listed on Schedule D]**

(Customer)

Signature: 
Print Name: Diana Mangioglu
Title: Director of Finance / City Treasurer
Date: 10/1/2021

SCHEDULE A

MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

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

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

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

2. Your Transactions; Chargebacks and Returns.

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

3. Settlement and Funding.

(a) We will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with our processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "**Settlement Account**"). You authorize us to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Networks or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts.

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the

Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and, (v) pursue any remedies we may have at law or in equity.

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

(a) The National Automated Clearing House Association (“**NACHA**”) Operating Rules (“**NACHA Rules**”) are the applicable Network Rules governing your ACH Transactions. You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. As the originating depository financial institution, we will originate and process your ACH Transactions (the “**ODFI**”, as that term is further defined in the NACHA Rules), and we retain the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “**RDFI**”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and, (v) you hereby make to us, and certify compliance with, all warranties that we make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) You represent to us that you do not have access to any Account Information (such as the Customer’s primary account number, expiration date, security code or personal identification number) and you will not request access to such Card information from us. In the event that you do happen to receive Account Information in connection with the processing services provided by us, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules or applicable law and you will comply with all applicable Network Rules and Security Standards. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions or Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify us immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as we otherwise reasonably deem necessary. You further agree to provide us, upon request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event we incur any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse us immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that we, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event. You agree to pay for all costs and expenses related to any required forensic examination.

6. Merchant Taxpayer Certification and Our Reporting Obligations.

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

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

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

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

9. Definitions.

- (a) **“Account Information”** is information related to a Customer or the Customer’s Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or us from the Customer’s Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) **“ACH”** means Automated Clearing House.
- (c) **“ACH Transaction”** means your Transactions using ECP that utilize the ACH network, including, without limitation, those with Standard Entry Class codes ARC, TEL and WEB.
- (d) **“Card”** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (e) **“Chargeback”** is a rejection, reversal or return of a Transaction you previously presented to us, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (f) **“Convenience Fee”** is a charge to a Customer for the convenience of using the payment channel offered by Merchant through us.
- (g) **“Customer”** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (h) **“Data Compromise Event”** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) **“ECP”** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by us, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

- (i) "**Network**" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by us for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes: (i) NACHA with respect to ACH Transactions, and (ii) any other network or clearing house over which any ECP Transactions may be processed.
- (k) "**Network Rules**" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) "**Refund**" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) "**Return**" means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to us, as permitted and governed by the applicable Network Rules.
- (n) "**Security Standards**" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) "**Transaction**" is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through us). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to us to initiate or evidence a Transaction.
- (p) "**Transaction Receipt**" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

Schedule B
Services

Paymentus Instant Payment Network (IPN™) Solution Components

(Checkbox indicates service/feature is included)

| | |
|---|--|
| <p><input checked="" type="checkbox"/> Online Quick Pay Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.</p> | <p><input checked="" type="checkbox"/> Agent Dashboard/Staff Portal Single point of access to view real-time transactions and analytics, manage notifications, take payments and more.</p> |
| <p><input checked="" type="checkbox"/> Customer Portal Full service portal for registered users to make payments, link account(s) for multi-pay and manage wallets, preferences and recurring payments. Hosted, IFrame, API and SSO options.</p> | <p><input checked="" type="checkbox"/> Payment Processing Services Level-1 PCI and NACHA compliant. Secure real-time data with streamlined funding, next day deposits, and simplified reconciliation for all payment types and channels. Option to aggregate bank and third party payments.</p> |
| <p><input checked="" type="checkbox"/> IVR/Automated Phone Payments Multilingual Interactive Voice Response allows customers to hear their balance and make payments quickly and easily.</p> | <p><input checked="" type="checkbox"/> eBills & Paper Suppression Opt in/out of paper bill. Bill notifications and bill image support. Includes an option for secure PDF sent via email.</p> |
| <p><input checked="" type="checkbox"/> Pay-by-Text Automated interactions via text to make payments in a secure environment.</p> | <p><input checked="" type="checkbox"/> Secure Service® Payments Patented technology for CSRs to capture payments in a PCI compliant session.</p> |
| <p><input checked="" type="checkbox"/> Outbound Customer Notifications Deliver reminders and other critical notifications by email, text and phone.</p> | <p><input checked="" type="checkbox"/> Advanced payment offerings PayPal, PayPal Credit, Venmo and Amazon Pay payment options.</p> |
| <p><input checked="" type="checkbox"/> ChatBot Payments & Information Artificial intelligence and machine learning improves the speed and quality of FAQ and payment interactions.</p> | <p><input checked="" type="checkbox"/> Voice Assistants Alexa and other voice assistants provide a user friendly way to make payments and answer simple queries.</p> |
| <p><input checked="" type="checkbox"/> In-Person Payments Options for kiosks and over-the-counter/ POS payments with EMV devices.</p> | <p><input checked="" type="checkbox"/> Payments at Retail Locations Customers can pay their bill at a growing list of stores (Walmart, etc).</p> |

Schedule C
Fees

PRICING DESCRIPTION & MODEL: Utility Payments – Consumer Funded (Assumes Average bill of \$100.00)

| | |
|---|------------------------|
| Setup Fees | \$0.00 |
| Integration Costs | \$0.00 |
| Annual Subscription Fees | \$0.00 |
| Annual Support Fees | \$0.00 |
| Gateway Fees/NACHA/PCI Compliance Fees | \$0.00 |
| Transaction Fees for Debit/Credit Cards/Digital Wallets/ACH | \$2.50 per transaction |

PRICING DESCRIPTION & MODEL: Utility Payments – Biller Funded

| | |
|---|------------------------|
| Setup Fees | \$0.00 |
| Integration Costs | \$0.00 |
| Annual Subscription Fees | \$0.00 |
| Annual Support Fees | \$0.00 |
| Gateway Fees/NACHA/PCI Compliance Fees | \$0.00 |
| Transaction Fees for Debit/Credit Cards/Digital Wallets | \$1.57 per transaction |
| Transaction Fees for eChecks/ACH (One-time & Recurring) | \$0.45 per transaction |

PRICING DESCRIPTION & MODEL: Non-Utility – Consumer Funded

| | |
|---|------------------------|
| Setup Fees | \$0.00 |
| Integration Costs | \$0.00 |
| Annual Subscription Fees | \$0.00 |
| Annual Support Fees | \$0.00 |
| Gateway Fees/NACHA/PCI Compliance Fees | \$0.00 |
| Transaction Fees for Debit/Credit Cards/Digital Wallets | 2.49% per transaction |
| Transaction Fees for eChecks/ACH (One-time & Recurring) | \$0.45 per transaction |

PRICING DESCRIPTION & MODEL: Non-Utility – Biller Funded

| | |
|---|------------------------|
| Setup Fees | \$0.00 |
| Integration Costs | \$0.00 |
| Annual Subscription Fees | \$0.00 |
| Annual Support Fees | \$0.00 |
| Gateway Fees/NACHA/PCI Compliance Fees | \$0.00 |
| Transaction Fees for Debit/Credit Cards/Digital Wallets | 2.49% per transaction |
| Transaction Fees for eChecks/ACH (One-time & Recurring) | \$0.45 per transaction |

| PRICING DESCRIPTION & MODEL: Non-Utility – Biller Funded – assumes using JPMC merchant services for ach/credit/debit | |
|---|---------------------------------------|
| Setup Fees | \$0.00 |
| Integration Costs | \$0.00 |
| Annual Subscription Fees | \$0.00 |
| Annual Support Fees | \$0.00 |
| Gateway Fees/NACHA/PCI Compliance Fees | \$0.00 |
| Transaction Fees for Credit Cards/Debit | \$0.40 technology fee per transaction |
| Transaction Fees for Digital Wallets | 2.49% per transaction |
| Transaction Fees for eChecks/ACH (One-time & Recurring) | \$0.45 per transaction |

- Chargebacks and returned checks will be billed at \$9.95 each.
- All Biller Funded fees will be charged through J.P. Morgan Chase Account Analysis via the Service Code 8831 - Paymentus Bill Presentment



| Ingenico™ P2PE PAYMENT Devices (per device) | |
|--|-------------------------------|
| Lane 3000 Standard Terminal | \$440 per device |
| Lane 5000 Standard Terminal | \$473 per device |
| Link 2500i “Integration” | \$418 per device |
| Move5000 Bt/WiFi/4G Terminal | \$652.70 per device |
| PCI Compliant Card Readers | Price available upon request. |

Schedule D

| | |
|--|------------|
| Authorized Representative Name: | City of LA |
| Enterprise Client Identifier ("ECID"): | 0023092908 |

Entity List

| ENTITY NAMES and TIN (taxpayer identification number) |
|---|
| 1. City of Los Angeles TIN: 95-600-0735 |
| 2. DWP (Department of Water and Power) TIN: 95-600-0736 |
| 3. |
| 4. |
| 5. |
| 6. |
| 7. |
| 8. |
| 9. |
| 10. |
| 11. |
| 12. |
| 13. |
| 14. |
| 15. |
| 16. |
| 17. |
| 18. |
| 19. |
| 20. |
| 21. |
| 22. |