

original 25

ORDINANCE NO. 2014-24

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT AND SUB-AGREEMENTS FOR GOVERNMENT BANKING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND JPMORGAN CHASE BANK, N.A.; AUTHORIZING THE FINANCE DIRECTOR, CONTROLLER OR REVENUE COLLECTIONS MANAGER TO EXECUTE ON BEHALF OF THE CITY ALL APPLICATIONS AND GENERAL SET-UP FORMS ASSOCIATED WITH THIS AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement and Sub-Agreements for Government Banking Services between the City of Pompano Beach and JPMorgan Chase Bank, N.A., copies of which Agreements are attached hereto and incorporated herein by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements.

SECTION 3. Without further approval of the City Commission, the Finance Director, Controller or Revenue Collections Manager are hereby authorized to execute on behalf of the city all applications and general set-up forms, including agreements, associated with the said Government Banking Services Agreement.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of March, 2014.

PASSED SECOND READING this 11th day of March, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
2/26/14
L:ord/2014-177

PLEASE RETURN TO:

Mary L. Chambers, MMC
City Clerk

P.O. Drawer 1300, Suite 253 **AGREEMENT FOR GOVERNMENT BANKING SERVICES**
Pompano Beach, FL 33061

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the "City") and **JP MORGAN CHASE BANK, N.A.**, (the "Bank").

WHEREAS, the City issued its Request for Proposals for Banking Services, No. H-62-2013 (the "RFP") to solicit proposals to serve as the City's primary relationship bank; and

WHEREAS, the Bank is a Qualified Public Depository and responded to the RFP by submitting its proposal dated October 24, 2013 ("Proposal") which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Bank will provide depository, investment and related banking services to the City under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Bank related to the service to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) Bank's Account Terms and Service Terms (including user documentation and set-up forms), included as **Attachment A**, as may be amended, (3) Commercial Card Agreement and Single Use Accounts Addendum (the "Card Agreement"), included as **Attachment A-1**, as may be amended, (4) City's Request for Proposals, *Banking Service - H-62-13* (the "RFP"), included as **Attachment B** and (5) the Bank's Bid Response (the "Proposal"), included as **Attachment C**.

2. Banking Services. Bank shall provide the services described in the RFP, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the "Services"). The City acknowledges that the Bank shall use reasonable care in performing its obligations under this Agreement. Time shall be of the essence with respect to all matters set forth in this Agreement. The Bank acknowledges that this Agreement is non-exclusive and that the City reserves the right to establish demand deposit accounts in other banks, or provide for additional banking services from other banks if the City so deems necessary. The parties further agree that any indemnification by the Customer set forth in the Account Terms and the Consolidated Service Terms or in any other certificate, signature card, or document required by the Bank, shall be as permitted by law, and shall be of no force and effect, except as required by payment system rules and as may be agreed herein.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Bank's services not set forth in the Proposal, or in the event that the Bank, in the normal course of its business, develops specific service agreement in the future for banking services requested by the City in addition to those covered by the RFP and Proposal, the Bank will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement.

4. Compensation.

4.1 For the Services specified in the Proposal, the City agrees to allow Bank to utilize any earnings generated from monies on deposit with the Bank to cover appropriate charges as outlined in the Schedule of Proposed Fees in the Proposal and attached hereto as **Attachment A-2** (the "Fees"). However, in the event that earnings generated from monies on deposit with Bank is not sufficient to cover appropriate charges, City agrees to be invoiced by Bank for additional amounts due. The Bank shall prepare a monthly billing for Services rendered. The billing will reflect the amount of earnings from the account which may be

used for the purpose of paying the Fees to the Bank. The Fees shall be the sole compensation paid to the Bank in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder, exclusive of amounts past due, overdrafts and similar amounts due, and shall include any out-of-pocket or other expenses incurred by the Bank.

4.2 Notwithstanding anything in Section 4.1 to the contrary, upon the execution of this Agreement, the Bank agrees to waive all Fees in connection with the Services for the first three (3) account analysis statement cycles incurred during the implementation and post implementation period, not to exceed \$12,000.

4.3 Should the City elect to pay the Fees directly, the City will pay the Bank in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to: City of Pompano Beach Treasury Division, 100 W. Atlantic Boulevard, Pompano Beach, FL., 33060, Room #135. Invoices shall show the nature of the service and date(s) of service.

4.4 If at the end of any settlement period the net earnings credit accumulated in a negative amount (value of services provided by the Bank exceeds the value of compensating balances maintained by the City), the City will remit payment to the Bank for such amounts.

4.5 The Fees set forth in the Proposal for the Services shall not be increased during the term of the Agreement; however, any Federal Reserve service charge increase may be passed through to the City upon thirty (30) days prior written notice.

4.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Bank, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Bank of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the date executed by the later of the City and the Bank and shall continue for a term of five (5) years. This Agreement may, by mutual agreement, be renewed for an additional five (5) year period.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Bank in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. INDEPENDENT CONTRACTOR. The Bank shall be deemed an independent contractor for all purposes, and the employees of the Bank or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Bank, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

8. AUDIT AND INSPECTION OF RECORDS. To the extent permitted by applicable law, the Bank shall permit the authorized representatives of the City to inspect and audit all data and records of the Bank specifically and directly related to the services rendered under or pursuant to this Agreement by the Bank to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Bank further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

The following insurance coverage shall be required:

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which the Bank is obligated to pay compensation to employees engaged in the performance of the work. The Bank further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from bank's negligent acts or omissions in connection with Bank's performance under this agreement.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE and AGGREGATE*

* Policy to be written on a claims incurred basis

XX	commercial general liability coverage form	
XX	premises - operations	bodily injury
—	explosion & collapse	
—	hazard	property damage
—	underground hazard	
—	products/completed	
—	operations hazard	bodily injury and
XX	contractual insurance	property damage
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE and AGGREGATE*

		bodily injury (each person)	
		bodily injury (each accident)	
XX	business auto coverage form		
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage combined	

REAL & PERSONAL PROPERTY

—	comprehensive form	Consultant must show proof they have this coverage.
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EXCESS LIABILITY

—	umbrella form	bodily injury and property damage combined		
XX	other than umbrella		\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
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* Policy to be written on a claims made basis

Should the Commercial General Liability insurance be cancelled prior to its expiration date, the insurer will endeavor to mail thirty (30) days in advance notice to the City to the address stated in Section 12 herein. The obligation to provide notice of cancellation does not affect, in any way, coverage provided under the policy or the cancellation of the policy or the effective date thereof, nor shall this obligation invest any rights in any entity not insured under the policy.

The Bank shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. HOLD HARMLESS AND INDEMNIFICATION. Bank covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising directly out of any negligent act or omission by the Bank, whether to any person or property to which the City or said parties may be subject, except that neither the Bank nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its officers, agents or employees. Neither party shall be liable for indirect, incidental, special, punitive or consequential damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages.

11. TERMINATION. Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

Notwithstanding the foregoing, either party may terminate the Agreement upon written notice to the other party in the event of: (i) a failure to remit charges due, after a reasonable grace period; (ii) a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; or (iii) a determination by the terminating party, that termination is necessary or required by law or regulation. The receiving party shall have a reasonable opportunity to act upon termination request.

12. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Bank or to the City, at the address below Agreement:

BANK:

JPMorgan Chase Bank, N.A.
1450 Brickell Avenue, Floor 33
Miami, FL 33131
ATTN: Ralph Hildevert

CITY:

100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Room 480
ATTN: Finance Director

13. NON-DISCRIMINATION. In performing under this Agreement, the Bank shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. ASSIGNMENT. The Bank shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Bank should such assignment, sublet, conveyance or transfer of Bank's interest not be acceptable to City. It is further agreed

that said notice shall be given where feasible by Bank not less than thirty (30) days prior to the date of any proposed assignment.

15. FORCE MAJEURE. Bank shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Bank. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. CONFLICT OF INTEREST.

The Bank represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Bank. Bank further acknowledges that if it comes to Bank's attention that any City employee is an owner, corporate officer, or an employee, the Bank will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes. Notwithstanding the forgoing, the Bank has banking and other business relationships in the normal course of business with various persons or entities, which may include employees or officers of the City. Such relationships generally are governed by usual and customary terms and conditions. However, the JPMorgan Chase Code of Conduct prohibits any employee in general from acting on behalf of the Bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or his/her family have any significant personal connection or financial interest.

17. PATENT FEES, ROYALTIES AND LICENSES.

Bank agrees, as described herein, that if Bank requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Bank and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Bank which is used by the City in an approved manner ("Approved Use"), the Bank shall indemnify the City from and against any and all losses resulting solely from a claim brought by a third party that specifically alleges any Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Bank's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Bank represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Bank has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions, and without regard to choice of law provisions as may be found in the documents incorporated into this Base Agreement. The parties agree that proper venue for any suit concerning this Agreement shall be as follows: if such suit is brought by the Bank against the City, Broward County, Florida, or the Federal Southern District of Florida; if such suit is brought by City against the Bank, New York County, New York, or the Federal

Southern District of New York. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Bank shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Bank upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Bank to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Bank agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein), (2) the Proposal; and (3) the RFP. As to Bank's Account Terms and Condition, as may be amended, included as Attachment A, wherein any terms or condition conflicts with the Proposal, the Proposal responses shall govern the controlling provisions, unless specifically addressed in items 1-25

"BANK"

JPMORGAN CHASE BANK, N.A.

Witnesses:

[Signature]
M. Van den Auweland
[Signature]

By:

[Signature]

RALPH HILDEVERT

Print

Name:

RALPH HILDEVERT

Title:

AUTHORIZED OFFICER

STATE OF

FLORIDA

COUNTY OF

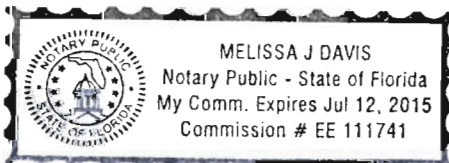
MIAMI DADE

Business License No.

14-00062976

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2014, by RALPH HILDEVERT as AN AUTHORIZED OFFICER of JPMORGAN CHASE BANK, N.A., A _____ corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF

FLORIDA

MELISSA J DAVIS

(Name of Acknowledger Typed, Printed or Stamped)

EE 111741

Commission Number

ATTACHMENT A - 2

Monthly Banking Costs

Note: Proposers are to complete the "unit price" and "monthly cost" columns below. List any additional fees not referenced herein in the space provided, or in an attachment. Proposers may also submit their own file in hard copy excel format, along with a CD of the excel file to be included as part of the proposal submittal, as long as the analysis prepared by the bank, at minimum, includes the items below to include the unit price and monthly cost info.

<u>Basic Services</u>	<u>Average Monthly Volume</u>	<u>Unit Price</u>	<u>Monthly Cost</u>
Balance Related Services			
			<i>Formula:</i>
			<i>Average</i>
			<i>Balance X</i>
			<i>.0013 / Days in</i>
			<i>year X Days in</i>
			<i>month</i>
FDIC Insurance Charge	5,000,000	0.13%	
Depository Services			
Account Maintenance	5	\$5.0000	\$25.00
Banking Center Deposit	5	\$1.0000	\$5.00
Vault Deposit	300	\$0.2500	\$75.00
Item Processing Deposit	4	\$0.0300	\$0.12
Debit Posted - Other	6	\$0.0800	\$0.48
Deposit Correction Non-Cash	2	\$3.0000	\$6.00
Deposit Correction Cash	2	\$5.0000	\$10.00
General Checks Paid - Not Truncated	1,400	\$0.0500	\$70.00
Lockbox Deposit	20	\$1.0000	\$20.00
ZBA Master Account Maint	1	\$10.0000	\$10.00
ZBA Subsidiary Account Maint	1	\$5.0000	\$5.00
Returns Chargeback	50	\$1.0000	\$50.00
Returns Reclear	55	\$1.0000	\$55.00
Returns Reclear Service Fee	2	\$0.0000	\$0.00
Checks Deposited	5		
Checks Deposited On Us	3,800		
Checks Deposited - Local Clearings	4,500		
Checks Deposited - Other in District	3,000		
Checks Deposited - All Other	1,600		
Encoding Surcharge	12,700	\$0.0000	\$0.00
Check Deposited Foreign Items	10	\$3.0000	\$30.00
Stop Pay Automated <= 12 months	1	\$4.0000	\$4.00
Electronic Debit	10	\$0.0800	\$0.80
Electronic Credit	100	\$0.0800	\$8.00
Direct Stop Pay Inquiry	1	\$0.0000	\$0.00
Lockbox Services			
Wholesale Maintenance	1		
WLBX Manual Paper Check Print	300		
WLBX Negotiability Review	500		

Please see "Additional fees not referenced above" for Check Deposit Pricing

Please see "Additional fees not referenced above" for Lockbox Pricing.

ATTACHMENT A

Monthly Banking Costs

WLBX Deposit Prep Per Deposit	25	} Please see "Additional fees not referenced above" for Lockbox Pricing.
WLBX Manual Paper Proc Item	300	
WLBX Std US Mailout Per Item	900	
WLBX Non-Depositible Corres	550	
WLBX Detail Returned	300	
WLBX Reassociation	300	

Commercial Deposits - Cash Vault

Curr/Coin Dep / \$100 - VLT	5,000	\$0.0850	\$425.00
Coin Deposit Std Bag VLT	40	\$1.0000	\$40.00
Currency Supplied / \$100 Std Vlt - *Per Strap	30	\$0.3500	\$10.50
Coin Supplied Roll Vault	150	\$0.1000	\$15.00
Currency Supplied / \$100 Nonstd - VLT - *Per Strap	50	\$0.0250	\$1.25
Deposit Correction Cash	10	\$5.0000	\$50.00

General ACH Services

ACH Maintenance (E)	2	\$10.0000	\$20.00
ACH Input - PC/Direct	2	\$10.0000	\$20.00
ACH Standard Reports - Fax	1	\$10.0000	\$10.00
ACH Input - Transmission	4	\$2.0000	\$8.00
ACH Return Item NOC	10	\$1.5000	\$15.00
Consumer On Us Credits	650	\$0.0200	\$13.00
Consumer Off Us Credits	1,000	\$0.0200	\$20.00
Consumer On Us Debits	500	\$0.0200	\$10.00
Consumer Off Us Debits	900	\$0.0200	\$18.00
ACH Delete/Reversal	1	\$5.0000	\$5.00

Wire Transfer

Incoming Domestic Wire	2	\$4.0000	\$8.00
Wire - Outgoing - Repetitive	2	\$4.0000	\$8.00
Wire - Outgoing - Non-Repetitive	2	\$4.0000	\$8.00
Book Credit	2	\$4.0000	\$8.00
Incoming International Wire	1	\$4.0000	\$4.00
Wire-Outgoing International	1	\$4.0000	\$4.00

Account Reconciliation

CD ROM Maintenance	1	\$25.0000	\$25.00
CD ROM Disk	5	\$8.0000	\$40.00
CD ROM Per Image	1,500	\$0.0300	\$45.00
Partial Maintenance	5	\$20.0000	\$100.00
Partial Ppay Account	5	\$0.0000	\$0.00
Partial Ppay Item	1,400	\$0.0300	\$42.00
Partial Recon Output Item Tran	1,400	\$0.0000	\$0.00
Partial Recon Output File Tran	5	\$5.0000	\$25.00

ATTACHMENT A

Monthly Banking Costs

Information Services - On-Line

Image Retrieval	10	\$0.0000	\$0.00
Previous Day Maintenance	1	\$0.0000	\$0.00
Current Day Maintenance	1	\$0.0000	\$0.00
Current Day Detail	300	\$0.0000	\$0.00
Per Account Maintenance Fee	2	\$10.0000	\$20.00
Previous Day Std Item	2,000	\$0.0030	\$6.00
Current Day Std Item	2,000	\$0.0000	\$0.00

EDI Services

Receiving - Advising - Fax	1	\$50.0000	\$50.00
Monthly License Fee	1	\$50.0000	\$50.00
Transaction Fee	2,500	\$0.0700	\$175.00
Receiving - Advising - Per Page	300	\$0.0200	\$6.00
Global Advice Rec per Payment	410	\$0.2500	\$102.50
Global Advice Receiving Maintenance	1	\$35.0000	\$35.00

Miscellaneous

Armored Courier Charges	1	<i>JPM does not offer Armored Courier</i>	
Checks Cashed - Non Customer	100	\$0.0000	\$0.00
Check Photo Copy	3	\$7.0000	\$21.00
Check Issued Update File	6	\$0.0000	\$0.00
Deposit Account Drafting - In Bank	5	\$10.0000	\$50.00
Deposit Account Drafting - Other Banks	5	\$0.0000	\$0.0000
Credit Card Maintenance	1	Additional consultation is needed to determine accurate fee structure for Credit Card Fees.	
Credit Card Transaction Fee - In Bank	2		
Credit Card Transaction Fee - Other Banks	4		
Debit Card Maintenance Fee	1		
Debit Card Transaction Fee - In Bank	1		
Debit Card Transaction Fee - Other Banks	1		

List any additional fees not referenced above:

Depository Services

Check Deposit On Us	1,224	\$0.0600	\$73.44
Check Deposit Transit	3,000	\$0.1200	\$360.00
Image Cash Letter			
Image Group One	1,026	\$0.0250	\$25.65
Image Group Two	4,000	\$0.0250	\$100.00
On Us Premium	650	\$0.0500	\$32.50
Image Quality Suspect Items	2	\$0.2500	\$0.50
ICL Deposit Early	20	\$0.5000	\$10.00
Image Deposit Direct			
IDD Monthly Maintenance Fee	2	\$20.0000	\$40.00
IDD Software Maintenance Fee	2	\$25.0000	\$50.00
IDD Image Deposited	3,000	\$0.0500	\$150.00

ATTACHMENT A
Monthly Banking Costs

Lockbox			
Maintenance	1	\$65.0000	\$65.00
Wholesale Items	300	\$0.4000	\$120.00
Special Handling	500	\$0.1500	\$75.00
Long Term Storage Check	300	\$0.0300	\$9.00
Long Term Storage B&W Doc	900	\$0.0600	\$54.00
No Check Item	550	\$0.2500	\$137.50
Reassociate Check to Doc	300	\$0.3000	\$90.00
Check Clearing	300	\$0.1100	\$33.00
Check MICR Capture	300	\$0.0250	\$7.50
Doc Image Capture	600	\$0.1500	\$90.00
Outgoing Package Prep	1	\$25.0000	\$25.00
Postage	0	\$0.3840	\$0.00
Receivables Edge Maintenance	1	\$75.0000	\$75.00
Rec Edge Additional Report	1	\$25.0000	\$25.00

**JPM is proposing an image-based lockbox. Additional consultation needed to determine special handling of lockbox payments and reassociated items*

Pricing Incentives and Notes

- 1) J.P. Morgan is committing to the attached pricing proposal for the term of the contract with the condition that the banking relationship and scope of services, as set forth in this Request for Proposal, including; volumes and balances are established with J.P. Morgan.
- 2) In addition to the competitive pricing for services proposed, J.P. Morgan is offering the following Incentives:

Incentive	Proposal Description	Incentive Structure
90 day waiver of analyzed service fees	J.P. Morgan is offering a 90 day waiver of analyzed service fees incurred during the implementation and post implementation period, up to \$12,000.00	90 days of analysis waiver, up to: \$12,000.00
ACH Origination via Direct Transmission Implementation Fee	Waiver of the implementation fee for ACH Origination via Direct Transmission setup and testing	\$1,000.00
IDD Implementation Fee (Remote Deposit)	Waiver of the implementation fee for up to (2) Image Deposit Direct setup and testing	\$400.00
Epson One Capture Scanner	J.P. Morgan will supply (2) Epson One Capture Scanner used for our Image Deposit Direct product free of charge	\$2,000.00
e-Lockbox Implementation	Waiver of the implementation fee for e-Lockbox	\$1,000.00

- 1) Committed pricing is based on assumptions set forth above including without limitation of the following:
 - a. Volumes and balances on our pricing schedule are estimated. Actual volumes and balances may be different, which will result in different charges than are specified in Attachment A and JPM Proforma Analysis.
 - b. Should the City awards the bid to the Bank, the City may opt to receive incremental services, have services customized in a particular way or select services that the Bank did not specifically price or contemplate in its response to the RFP. In such instances, the Bank shall provide pricing and costs during negotiations regarding such services.



Treasury & Securities Services Security Administrator Designation Form (SADF)				V4.0_07_27_13																									
Name of Customer: CITY OF POMPANO BEACH			Address (Street): 100 W. Atlantic BLVD,																										
Customer TIN: 596000411		Customer ECID: (internal JPMC use only) 0022322308		Address (City, State/County/District, Zip/Postal Code, Country): POMPANO BEACH, FL, 330633061, USA																									
Instructions: Please provide the information requested below to designate the Security Administrator(s) for your company for the indicated products. FOR NEW CUSTOMER IMPLEMENTATIONS OR FOR MODIFICATIONS: IF NO CHECKBOX IS SELECTED, THE NAMED INDIVIDUAL SHALL BE ADDED. Terms: The Customer hereby agrees to be bound by any Service Terms, Terms of Use or other agreement(s) between the Customer and JPMorgan Chase Bank, N.A. and any of its affiliates and/or subsidiaries, as applicable (the "Bank") applicable to the selected products (or any other products accessed through such selected products), the receipt of which is hereby acknowledged. Certain products are platform products, through which other products may be accessed. The designation of a security administrator for a platform product shall apply to all products accessed thereby. If the Customer selects the JPMorgan ACCESS Saudi Arabia Online product, the Customer specifically agrees to be bound by the JPMorgan ACCESS Saudi Arabia Online Service Terms.																													
Security Administrators Designated for the Following Products:		<table border="0"><tr><td><input type="checkbox"/> J.P. Morgan ACCESSSM, including ACCESS Mobile</td><td><input type="checkbox"/> Secure eMailSM</td><td><input type="checkbox"/> Global Trade Transactions (Trade Channel)</td><td><input type="checkbox"/> JPMorgan ACCESS Saudi Arabia Online</td></tr><tr><td><input type="checkbox"/> ACH File Warehouse</td><td><input type="checkbox"/> DataXchange</td><td><input type="checkbox"/> Supply Chain Finance (APAR)</td><td><input type="checkbox"/> Worldwide Security Services</td></tr><tr><td><input type="checkbox"/> J.P. Morgan eServeSM</td><td><input type="checkbox"/> Host-to-Host/File Transfer Services</td><td><input type="checkbox"/> HealthCare LinkSM (N/A for APAC Accounts)</td><td><input type="checkbox"/> Receivables EdgeSM</td></tr><tr><td><input type="checkbox"/> Payables Web Services (PWS)</td><td><input type="checkbox"/> J.P. Morgan InsightSM/Treasury Workstation</td><td><input type="checkbox"/> Web (ACH) Cash Concentration</td><td><input type="checkbox"/> Cash Reporting Scheduler</td></tr><tr><td></td><td></td><td><input type="checkbox"/> Web Based Statement Presentation (EBP)</td><td><input type="checkbox"/> ACH Infodex (Origin ID(s): _____)</td></tr><tr><td></td><td></td><td><input type="checkbox"/> Application Programming Interface (API)</td><td></td></tr></table>				<input type="checkbox"/> J.P. Morgan ACCESS SM , including ACCESS Mobile	<input type="checkbox"/> Secure eMail SM	<input type="checkbox"/> Global Trade Transactions (Trade Channel)	<input type="checkbox"/> JPMorgan ACCESS Saudi Arabia Online	<input type="checkbox"/> ACH File Warehouse	<input type="checkbox"/> DataXchange	<input type="checkbox"/> Supply Chain Finance (APAR)	<input type="checkbox"/> Worldwide Security Services	<input type="checkbox"/> J.P. Morgan eServe SM	<input type="checkbox"/> Host-to-Host/File Transfer Services	<input type="checkbox"/> HealthCare Link SM (N/A for APAC Accounts)	<input type="checkbox"/> Receivables Edge SM	<input type="checkbox"/> Payables Web Services (PWS)	<input type="checkbox"/> J.P. Morgan Insight SM /Treasury Workstation	<input type="checkbox"/> Web (ACH) Cash Concentration	<input type="checkbox"/> Cash Reporting Scheduler			<input type="checkbox"/> Web Based Statement Presentation (EBP)	<input type="checkbox"/> ACH Infodex (Origin ID(s): _____)			<input type="checkbox"/> Application Programming Interface (API)	
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		<input type="checkbox"/> Application Programming Interface (API)																											
Sec Admin 1 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:																									
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:																										
Sec Admin 2 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:																									
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:																										
Sec Admin 3 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:																									
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:																										
Note: For browser products requiring RSA SecurID® tokens, Security Administrator #1 will be responsible for receiving SecurID Tokens. It is understood and agreed that each Security Administrator is authorized to receive, exchange and distribute on behalf of the Customer (1) all Security Devices and (2) all other notices, documents and correspondence from the Bank pursuant to the applicable Service Terms. Upon receipt of notice that setup is complete, the Security Administrators shall be responsible to verify that the requested service has been implemented or modified in accordance with the Customer's request, before allowing use by the Customer.																													
AUTHORIZATION (USE BLACK INK ONLY)																													
As an authorized officer of the above named company, I hereby certify that I have reviewed the information contained in this document and confirm the accuracy of such information. I have been duly authorized by Customer to execute this Security Administrator Designation Form on behalf of Customer.																													
Signature(s) of person(s) duly authorized on behalf of the Customer.	Print Name:			Signature:																									
	Title:		Date:																										
A second signature is required only if Client corporate documentation requires it.	Print Name:			Signature:																									
	Title:		Date:																										

**Treasury & Securities Services Security Administrator Designation Form (SADF)**

V4.0_07_27_13

Name of Customer: CITY OF POMPANO BEACH		Address (Street): 100 W. Atlantic BLVD,
Customer TIN: 596000411	Customer ECID: (internal JPMC use only) 0022322308	Address (City, State/County/District, Zip/Postal Code, Country): POMPANO BEACH, FL, 330633061, USA

Instructions: Please provide the information requested below to designate the Security Administrator(s) for your company for the indicated products. FOR NEW CUSTOMER IMPLEMENTATIONS OR FOR MODIFICATIONS: IF NO CHECKBOX IS SELECTED, THE NAMED INDIVIDUAL SHALL BE ADDED.

Terms: The Customer hereby agrees to be bound by any Service Terms, Terms of Use or other agreement(s) between the Customer and JPMorgan Chase Bank, N.A. and any of its affiliates and/or subsidiaries, as applicable (the "Bank") applicable to the selected products (or any other products accessed through such selected products), the receipt of which is hereby acknowledged. Certain products are platform products, through which other products may be accessed. The designation of a security administrator for a platform product shall apply to all products accessed thereby. If the Customer selects the JPMorgan ACCESS Saudi Arabia Online product, the Customer specifically agrees to be bound by the JPMorgan ACCESS Saudi Arabia Online Service Terms.

Security Administrators Designated for the Following Products:	<input type="checkbox"/> J.P. Morgan ACCESS SM including ACCESS Mobile	<input type="checkbox"/> Secure eMail SM	<input type="checkbox"/> Global Trade Transactions (Trade Channel)	<input type="checkbox"/> JPMorgan ACCESS Saudi Arabia Online
	<input type="checkbox"/> ACH File Warehouse	<input type="checkbox"/> DataXchange	<input type="checkbox"/> Supply Chain Finance (APAR)	<input type="checkbox"/> Worldwide Security Services
	<input type="checkbox"/> J.P. Morgan eServe SM	<input type="checkbox"/> Host-to-Host/File Transfer Services	<input type="checkbox"/> HealthCare Link SM (N/A for APAC Accounts)	<input type="checkbox"/> Receivables Edge SM
	<input type="checkbox"/> Payables Web Services (PWS)	<input type="checkbox"/> J.P. Morgan Insight SM /Treasury Workstation	<input type="checkbox"/> Web (ACH) Cash Concentration	<input type="checkbox"/> Cash Reporting Scheduler
			<input type="checkbox"/> Web Based Statement Presentation (EBP)	<input type="checkbox"/> ACH Infodex (Origin ID(s): _____)
			<input type="checkbox"/> Application Programming Interface (API)	

Sec Admin 1 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:	
Sec Admin 2 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:	
Sec Admin 3 <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	Name:	Phone #:	E-mail:	Signature:
	Street Address:	City:	State/County/District, Zip/Postal Code, Country:	

Note: For browser products requiring RSA SecurID® tokens, Security Administrator #1 will be responsible for receiving SecurID Tokens. It is understood and agreed that each Security Administrator is authorized to receive, exchange and distribute on behalf of the Customer (1) all Security Devices and (2) all other notices, documents and correspondence from the Bank pursuant to the applicable Service Terms. Upon receipt of notice that setup is complete, the Security Administrators shall be responsible to verify that the requested service has been implemented or modified in accordance with the Customer's request, before allowing use by the Customer.

AUTHORIZATION (USE BLACK INK ONLY)

As an authorized officer of the above named company, I hereby certify that I have reviewed the information contained in this document and confirm the accuracy of such information. I have been duly authorized by Customer to execute this Security Administrator Designation Form on behalf of Customer.

Signature(s) of person(s) duly authorized on behalf of the Customer.	Print Name:	Signature:
	Title: Date:	
A second signature is required only if Client corporate documentation requires it.	Print Name:	Signature:
	Title: Date:	



**Treasury & Securities Services
Security Administrator Designation Waiver Form
for Commercial Banking (SADFW CB)**

JPMORGAN CHASE BANK, N.A and any of its affiliates and/or subsidiaries, as applicable

V1.2_04_22_13

Name of Customer: CITY OF POMPAÑO BEACH,
FLORIDA

Address (Street, City, State, Zip): 100 W. Atlantic BLVD, POMPAÑO BEACH, FL, 330633061, USA

SECURITY ADMINISTRATOR WAIVER

To be completed only if waiving JPMorgan Chase standard administrative control procedures.

Your JPMorgan Chase Treasury Services Relationship Manager has advised you about the importance of your compliance with JPMorgan Chase Client Access standard administrative control procedures, which are designed to help enhance the security for your transactions and proprietary information on JPMorgan Chase's Client Access delivery system. These standard administrative control procedures include, without limitation, that two Security Administrators are required to add or update user entitlements for any User, including, without limitation, any Security Administrator as a User.

Standard JPMorgan Chase administrative control procedures regarding the authorities of SAs, while not part of JPMorgan Chase's security procedures, are established (and revised from time to time) by JPMorgan Chase to help enhance your security on JPMorgan Chase Client Access. To the extent that you depart from such administrative control procedures, you agree to be bound by any payment order, whether or not authorized, issued in your name and accepted by JPMorgan Chase in compliance with the administrative control procedures chosen by you, and JPMorgan Chase's security procedures. Furthermore, you assume all risks of not following all of JPMorgan Chase's administrative control procedures, and agree to indemnify and hold JPMorgan Chase Bank, N.A. and its affiliates and subsidiaries harmless from all claims, costs, demands, expenses, damages, liabilities, and losses, that are a direct or indirect result therefrom. **Note: JPMorgan Chase Bank, N.A. recommends against Customer's election of the waiver below.**

By checking and initialing the box below, you are waiving the administrative control procedure as indicated below:

Check and initial waiver (if desired):



Initial _____

Note: Select this waiver if only one Security Administrator is required to add/ update any User, including that Security Administrator himself or herself, or any other Security Administrator.

(This option is not available to clients located in Asia, Europe, Middle East or Africa).

(ii) You are waiving the requirement that two Security Administrators are required to add/update any User, and you are hereby authorizing any one Security Administrator to add/ update any User, including, without limitation, that Security Administrator himself or herself, or any other Security Administrator, as a User).

AUTHORIZATION

As an authorized officer of the above named Customer, I hereby certify that I have reviewed the information contained in this document and confirm the accuracy of such information. I have been duly authorized by Customer to execute this Security Administrator Designation Waiver Form on behalf of Customer, and hereby agree to all terms and conditions set forth herein.

Signature(s) of person (s) duly
authorized on behalf of the
Customer.

Print Name:

Title:

Date:

Authorized Signature:

A second signature is
required only if your
corporate documentation

Print Name:

Title:

Date:

Authorized Signature:



US CASH CONCENTRATION SERVICE TERMS (SINGLE ENTITY)

V2.5_11_26_13

Customer: CITY OF POMPANO BEACH

Effective Date:

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer identified above (the "Customer") with its U.S. Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with instructions and selections set forth in the schedule attached hereto ("Schedule A") to and/or from the Customer's U.S. dollar demand deposit accounts maintained at the Bank and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. The Customer must sign these Service Terms and the Schedule A in order to participate in this Service.
2. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
3. **Representations.** The Customer represents and warrants that: (i) each Customer Account is not restricted in any way, and is owned and held outright by the Customer, and (ii) it has taken all action required to make these Service Terms a legal, valid and binding obligation of the Customer, and enforceable against the Customer.
4. **Authorized Changes.** The Customer and the Bank may agree on additions, deletions or changes to the Service via both parties executing an additional or superseding Schedule A, the execution of which shall extend the representations, acknowledgments and terms of this Service Terms to such modifications.
5. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature"), that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intracompany earnings and borrowing charges.
6. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
7. **Term; Termination.** These Service Terms are effective as of the date first set forth above, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank has had a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to the Customer, effective immediately upon the sending of written notice to the Customer.
8. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.
9. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the conflicts of law provisions thereof.

City of Pompano Beach
Customer

By: [Signature]
Signature
Print Name: Lamar Fisher
Title: Mayor

JPMorgan Chase Bank, N.A.

By: [Signature]
Signature
Print Name: Ralph J. Loevent
Title: Authorized Officer

CITY REQUIRED SIGNATURE PAGES ARE ATTACHED

Pages to be executed as it relates to "Attachment A" – Bank's Account Terms
and Service Terms – US Cash Concentration Service Terms (Single Entity)

Witnesses:

Betty J. Morris
Shelly R. Bartholomew

CITY OF POMPANO BEACH

By: Lamar Fisher
LAMAR FISHER, MAYOR
By: Dennis W. Beach
DENNIS W. BEACH
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day
of March, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**
as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of
Pompano Beach, Florida, a municipal corporation, on behalf of the municipal
corporation, who are personally known to me.

NOTARY'S SEAL:

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA



KRISTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

"BANK"

JPMORGAN CHASE BANK, N.A.

Witnesses:

Sally Chase
HE.F.G. CHASE

Jackie L. Watson
Jackie L. Watson

By: [Signature]
RALPH HILDEVERT

Print

Name: RALPH HILDEVERT

Title: AUTHORIZED OFFICER

Business License
No. 14-00062976

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of April, 2014 by Ralph Hildevert as Authorized Officer of JPMorgan Chase Bank, N.A. A _____ corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF

Mary M. Lacey
(Name of Acknowledger Typed, Printed or Stamped)

EE 190509
Commission Number



SCHEDULE A | CASH CONCENTRATION IMPLEMENTATION FORM — CONCENTRATION OPTIONS
UNITED STATES CASH CONCENTRATION SERVICES

V2.3_09_24_12

Effective Date:

List the account(s) participating in the cash concentration structure, specify the direction of transfer, and include the account name and # of the master account. Additional instructions are included on the following page.

Master Customer Account Owner and Tax I.D. (if applicable):		Master Customer Account Name		Is the Master Customer Account Owner same as the Agent on this set up?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Master Customer Account Number ¹		Master Customer Account Location		**Name and Tax I.D. of Legal Entity as Agent if different than the Master Customer Account Owner	

CUSTOMER ACCOUNT INFORMATION AND TRANSFER OPTIONS						
		Account 1	Account 2	Account 3	Account 4	Account 5*
Customer Account Number ²						
Customer Account Owner Legal Name:						
Customer Account Tax I.D. ³						
Customer Account Location ⁴						
Transfer Options	ZBA Setup ⁵					
	Transfer Type ⁶					
	Target Balance ⁷					
	Balance Type ⁸					
	Frequency ⁹					
	Transfer Time ¹⁰					
	Return of Funds ¹¹					
	Overdraft Allowed ¹²					
	Back Value Option ¹³					
	Comments/ Other ¹⁴					
InterCompany Reporting Options	InterCompany Reporting Service ¹⁵					
	Debit Base Rate Index +/- Spread ¹⁶					
	Credit Base Rate Index +/- Spread ¹⁶					
	Starting Balance ¹⁷					
	Debit Post Option ¹⁸					
	Credit Post Option ¹⁸					
	Comments/ Other ¹⁹					

Remarks:

- Master Customer Account:** The master customer account, otherwise known as concentration account, funding account, header account, or parent account, provides funds to customer accounts or receives excess funds from customer accounts to achieve the target balance in the customer accounts.
- Customer Account:** Accounts that are included in the cash concentration structure, and are also known as sub accounts, child accounts or participating accounts.
- Customer Account Tax ID:** Indicate account's tax ID or applicable US Tax Identification (enter n/a for entities with no existing tax identification); if entity can be classified as a Disregarded Entity, please mark DE next to tax ID (i.e. 123456789DE)



4. **Customer Account Location:** State or Branch location of the referenced account. For Cross Border concentration, master account should be the foreign branch location.

5. **ZBA Setup:** Indicate YES or NO for standard setup; if "yes" is indicated, then no other fields are required to be completed.

ZBA setups have *all* of the following transfer options:

- Transfer Type: ZBA
- Target balance = 0.00
- Balance Type: Ledger balance
- Frequency: Daily transfer execution
- Transfer Time: End of day transfers
- Return of funds Option: No
- Overdraft Allowed: Yes
- Back value option: Yes

If any options differ from the above, indicate NO and complete the remaining fields.

6. **Transfer Type:**

- ZBA (Zero Balance Accounts) – Standard Two-way transfer, always establishes zero or target balance in customer account.
- UP (One Way Up) – Transfers balances in excess of the target balance from the customer account to the master account.
- DOWN (One Way Down) – Transfers balances from the master to the customer account to achieve the customer account's target balance.
- FIX (Fixed Transfer) - Transfers a fixed amount from the customer account to the master account.
- PER (Percentage Transfer) – Transfers a percentage of the balance between the customer and master account**.

7. **Target Balance:** Indicate either zero or positive number (in whole numbers only, no cents)

8. **Balance Type:** Indicate whether transfer is for collected balance = C or ledger balance = L

9. **Frequency:** Indicate transfer frequency (D: Daily (Default); W: Weekly and indicate 1 to 5 to represent Mon to Fri, e.g. W3 for every Wed; B: Biweekly and indicate 1 to 5 for Day of the week; M: Monthly and indicate date, e.g. M30 for 30th of the month; A: Actual – indicate details separately in comments).

10. **Transfer Time:** Default is EOD for end of day, indicate intraday time frame for applicable intraday time - all EST (7:00 am, 9:00 am, 10:30 am, 12:30pm, 2:00 pm, 3:30 pm, 5:00 pm, 8:00 pm or LATE for Late Intraday) in the format __ __ __ (i.e. 0900 = 9:00 am)

11. **Return of Funds:** Indicate return of funds setting by inputting YES (blank = no). If setting is return of funds to an alternate account, indicate the account number

12. **Overdraft Allowed:** Allow master account to overdraw when necessary, to fund customer account, enter A. Do not allow overdraft (enter N) should be indicated to prevent overdrawing the master account (transfer will not take place).

13. **Back Value Option:** Allows the master account to synchronize with prior period balance adjustments posted on a customer account; indicate YES or NO (default setting is yes).

14. **Commentary/ Other:** Indicate any additional special instructions that have been previously discussed that are applicable to the transfer. Such customized instructions as min/max transfers, incremental transfers and three account instructions can be indicated in this area.

15. **Intercompany Reporting Service:** Indicates whether customer account participates in intercompany reporting service (Y/N)

16. **Debit/ Credit Base Rate Index & Spread:** Indicate Debit and Credit Index Basis Rate and Spread by Basis Points (i.e. 30 Day LIBOR+20bps). Index rates can differ by credit and debit rates and by account; indicate none if no index rate is required.

Some common basis index rates for cash concentration include the following:

- 30 Day BBA LIBOR
- 91 Day T-Bill
- Eurodollar
- Average Fed Funds
- Highest Fed Funds
- Lowest Fed Funds
- Overnight BBA LIBID
- Overnight BBA LIBOR
- Prime Rate
- Target Fed Funds

Contact your JPMorgan representative for details on additional rate options.

17. **Starting Balance:** Indicate starting account balance for tracking purposes (most commonly indicated as zero).

18. **Debit/Credit Post Option:** Indicate whether interest should be posted (POST) or only displayed (DISP) on the monthly statement. If another account should be debited or credited interest other than the customer account, indicate in Commentary Field

19. **Commentary/ Other:** Indicate any additional instructions applicable to the intercompany reporting service as necessary.

**Additional accounts may require adding additional pages.*

***Requires additional discussion and possible visual representation of the proposed solution*

Please attach a diagram to confirm complex structures (multiple account tiers and/or instruction types across multiple accounts).

This Schedule A supersedes any previous Schedule A with respect to the information, accounts and selections. By signing below the Customer continues to agree to the Cash Concentration Service Terms and confirms such information, accounts and selections set forth in this Schedule A for this Service.



Signature Instructions:

When instituting a new Cash Concentration structure (adding or deleting accounts), a new Customer signed Schedule A is required.

**City of Pompano Beach
Customer**

JPMorgan Chase Bank, N.A.

By: _____
Signature
Print
Name: _____
Title: _____

By: _____
Signature
Print
Name: _____
Title: _____



SECURITY PROCEDURE AUTHORIZATION

Telephone Transfers with PINS

(New Setup)

V1.9_06_25_12

Agreement made this 21 day of Mar 2014, between each customer listed on the attached Exhibit A (each, "Customer") and JPMorgan Chase Bank, N.A. (the "Bank").

1. The Customer acknowledges that the Bank has recommended that the Customer initiate payment orders via an electronic channel product approved by the Bank for that purpose. Although the Bank has recommended such initiation method, the Customer declines or is unable to use such method exclusively, and thus requests the use of the personal identification number security procedures set forth herein ("PIN Procedure").
2. To verify the authenticity of payment orders issued in the Customer's name by telephone, the Bank and the Customer shall comply with the Bank's PIN Procedure. The Customer shall designate persons to initiate and confirm payment orders to the Bank. Each such person shall be assigned an identification code. The Bank is authorized to honor and act upon any payment order if the code entered by a person purporting to be an authorized person matches that assigned to the Customer. In the case of a communication to amend a payment order or to debit a Customer account for return items, the Bank may verify the authenticity of the amendment and/or debit authorization issued in the name of the Customer by obtaining verbal confirmation from any individual purporting to be a person designated by the Customer on the Bank's records as having the authority to initiate and/or confirm payment orders. No PIN is required for debit authorizations or amendments initiated by telephone.
3. All payment orders (including amendments thereto) are subject to the Bank's acceptance. The Customer agrees to be bound by any payment order (including amendments thereto) and debit authorization, whether or not authorized, issued in its name and accepted by the Bank in accordance with the security procedures herein. It is understood that these security procedures are designed to verify the authenticity, and not the correctness, of payment orders.
4. This agreement applies to the Customer's accounts specified on the attached schedule of accounts, and any subsequent account designated by the Customer in a form and writing acceptable to the Bank. Unless otherwise arranged, the Bank may accept written changes to any of the information set forth herein submitted by any authorized signatory on any of the Customer's accounts with the Bank.
5. The Bank's account terms and conditions governing the operation of business accounts, and funds transfer service terms, as may be amended from time to time (collectively, the "Account Terms") are incorporated into this authorization by reference. In the event of a conflict between this authorization and the Account Terms, this authorization shall control. This authorization shall be governed by and construed in accordance with the laws of the State of Florida.

Customer Authorization

Authorized Customer Signatures Required pursuant to documentation on file.	Name of Customer(s): See Attached Exhibit A (for multiple entity setups)		Tax ID(s): See Attached Exhibit A (for multiple entity setups)	
	City of Pompano Beach			
	Print Name:	Suzette Sibble	Date	3/13/14
	Authorized Signature (Signatory must be an authorized signer for each Customer)			
	Print Name:		Date	
	Authorized Signature (Signatory must be an authorized signer for each Customer)			



Section 1 – List of Users / Accounts

Customer authorizes person(s) designated below to initiate and/or confirm telephone payment orders, as indicated below, in accordance with the terms of the Security Procedure Authorization for Telephone Transfers/Personal Identification Numbers (PINs). (Maximum total of 18 initiators and confirmers.) Supersedes any previous schedules of Authorized Persons for PIN procedure for the accounts listed below. This will delete the existing setup (all current users, IDs and PINs), and establish new users, IDs and PINs.

☐ Check box if you require confirmation on all repetitive wires

Note: All non-repetitive wires require confirmation

Please complete the information below for each user and complete Section 3.

Account Number:	Account Name:
Account Number:	Account Name:
Account Number:	Account Name:
Account Number:	Account Name:

Use separate sheet for additional accounts

First Name: Last Name:

Primary Telephone No.:	Secret Code (4 digit numeric)	Initiate Repetitive	Initiate Non- Repetitive	Confirm	U.S. \$ Limit Per Transaction
Alternate Telephone No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

E-Mail Address:

First Name: Last Name:

Primary Telephone No.:	Secret Code (4 digit numeric)	Initiate Repetitive	Initiate Non- Repetitive	Confirm	U.S. \$ Limit Per Transaction
Alternate Telephone No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

E-Mail Address:

First Name: Last Name:

Primary Telephone No.:	Secret Code (4 digit numeric)	Initiate Repetitive	Initiate Non- Repetitive	Confirm	U.S. \$ Limit Per Transaction
Alternate Telephone No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

E-Mail Address:

First Name: Last Name:

Primary Telephone No.:	Secret Code (4 digit numeric)	Initiate Repetitive	Initiate Non- Repetitive	Confirm	U.S. \$ Limit Per Transaction
Alternate Telephone No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

E-Mail Address:



Section 2 – Repetitive Lines (Optional)

- ☐ Please move the repetitive lines I currently have set up for wire initiation by channel product to the phone entry system.
Note: If you add any new repetitive lines to your channel product that you want accessible on the phone entry system, you will need to contact your bank representative.

Section 3 – Customer Designee for Security Procedure Material

Designee First Name:		Designee Last Name:	
Street Address:			
City:	State:	Zip:	
E-mail Address:		Telephone Number:	

NOTE: When filling out this form, please type or print all information to avoid delays completing your request.



Exhibit A

<u>Legal Entity Name</u> (each individually, the "Customer")	Account Number(s)	Tax ID Number



ACH Debit Blocking Service Setup Form

V4.0_10_22_12

Note: Please type all information

No Signature Is Required for Requests in Section A

☐ See attached list for additional account numbers and/or information

Client Name City of Pompano Beach

Contacts when Adding Account: *(Complete when adding accounts)* The following are the names and telephone numbers of authorized employees of the Customer who may be contacted in connection with ACH Debit Blocking:

Name	Telephone Number

Section A:

1. **All ACH Debits Blocked:** *(New accounts or setups only)*

Customer Account Number	State/Bank Number/ABA	Customer Account Number	State/Bank Number/ABA
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number

2. **Add new account to ACH Debits Block with the following Allowable Co IDs:** *(New accounts or setups only)* OR
Decrease dollar amount for an existing Allowable Company ID: *(Modifications only)*

Customer Account	State/Bank	If Co ID is less	Allowable Company	Max Dollar Amt
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		

3. **Allow all ACH Debits except those exceeding the following amounts:** *(New accounts)*

Customer Account Number	State/Bank Number/ABA	Maximum Debit Dollar Amount
	Select Bank Number	
	Select Bank Number	
	Select Bank Number	
	Select Bank Number	
	Select Bank Number	



4. Add Non-Allowable Company ID: (New accounts or setups)

Customer Account Number	State/Bank Number/ABA	If Co ID is less than 10 digits, space is located	Non-Allowable Company IDs
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	

5. Delete an Allowable Company ID: (Modifications only)

Customer Account Number	State/Bank Number/ABA	If Co ID is less than 10 digits, space is located	Company ID
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	

6. Modify Billing Account: (Modifications only)

Existing Debit Block Account	Existing Customer Billing Account	New Customer Billing Account	New Billing Account State/Bank
			Select Bank Number
			Select Bank Number
			Select Bank Number
			Select Bank Number
			Select Bank Number

7. Billing when Adding Account: (Complete when adding accounts) Billing is at the individual account level. Indicate if you would prefer to have a single account billed for all Debit Blocking Services.

Customer Account Number	State/Bank Number/ABA (REQUIRED)
	Select Bank Number

8. ACH Blocked Transactions Report (Set-ups and Modifications)

Request Type	Account Number	User Name	User Phone Number	User e-mail Address	*
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>
Select Request Type					<input type="checkbox"/>

* Check box to also receive daily e-mail if NO transactions are returned/blocked. Flag is set at the Account Level. If box is selected, all e-mail addresses setup for the account will receive an e-mail even when no transactions were returned/blocked.
(default is notification only when transactions are returned or blocked)



ACH Debit Blocking Service Setup Form

V3.5_03_29_10

Note: Please type all information

Signature of Authorized Signer is Required in Section B

Section B:

9. Add additional Allowable Co ID to existing account on Debit Block: (Modifications only) OR
Increase dollar amount for an existing Allowable Co ID: (Modifications only)

Customer Account Number	State/Bank Number/ABA	If Co ID is less than 10 digits, space is located	Allowable Company IDs	Max Dollar Amt of a Single ACH Debit
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		
	Select Bank Number	Select One		

10. Allow all ACH Debits except those exceeding the following amounts: (Modifications)

Customer Account Number	State/Bank Number/ABA	Maximum Debit Dollar Amount
	Select Bank Number	
	Select Bank Number	
	Select Bank Number	
	Select Bank Number	

11. Delete Non-Allowable Company ID: (Modifications only)

Customer Account Number	State/Bank Number/ABA	If Co ID is less than 10 digits, space is	Company ID
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	
	Select Bank Number	Select One	

12. Delete the following accounts from Debit Blocking: (Deletions only)

Customer Account Number	State/Bank Number/ABA	Customer Account Number	State/Bank Number/ABA
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number
	Select Bank Number		Select Bank Number

This form should be delivered to JPMorgan Chase Bank, N.A., c/o JPMorgan Treasury Services [Address],

Print Name of Customer CITY OF POMPAÑO BEACH

Authorized Signature _____
Print Name & Title of Signer _____

Authorized Signature _____
Print Name & Title of Signer _____
Date _____

For Bank Use Only:

Signature Verification Completed by:
Signature: _____

Date: _____



TREASURY SERVICES END OF DAY INVESTMENT & LOAN SWEEP SERVICE TERMS

V3.1_01_09_13

Customer: City of Pompano Beach
Effective Date:

1. Service. JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer identified above (the "Customer") with the Customer selected automatic investment and loan sweep service, (each a "Service") by which the Bank: (i) will arrange, if the Customer selects an investment sweep, for the automatic investment of Customer funds; (ii) will arrange for the return of the invested funds together with any interest thereon to be credited to the Customer account; and (iii); will arrange, if the Customer has a credit facility in place, for automatic borrowings and payments under the credit facility by means of transfers to or from the Customer account; all as more fully described below. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. The Customer must sign these Service Terms and Schedule A in order to participate in the Service, and by doing so agrees to the provisions of these Service Terms and authorizes the transactions described herein.

2. Accounts; Investments; Facilities.

- (a) The Customer hereby authorizes the Bank to establish and/or maintain in the Customer's name, the following accounts:
- (i) the demand deposit account (the "DDA") identified on Schedule A, attached hereto; and
 - (ii) the investment sub-account in the Bank's sub-account system (the "Sub-Account") identified on Schedule A.
- (b) The Bank, if the Customer has selected an investment arrangement, will maintain one of the following overnight, interest-bearing, investment vehicles (each an "Investment Vehicle"), for the Customer investment, as selected by the Customer, and specified on Schedule A:
- (i) a U.S. dollar deposit on the books of the Bank's Nassau Branch ("Nassau Investment Vehicle");
 - (ii) a U.S. dollar deposit on the books of the Bank's London Branch ("London Investment Vehicle");
 - (iii) a U.S. dollar deposit on the books of the Cayman Islands Branch of Chase Bank USA, N.A. ("Cayman Investment Vehicle");
 - (iv) a U.S. dollar deposit on the books of the Bank's International Banking Facility ("IBF Investment Vehicle");
 - (v) a U.S. dollar investment arrangement to facilitate the purchase and sale of depository funds, also known as "Fed Funds" ("Fed Funds Investment Vehicle");
 - (vi) a U.S. dollar denominated investment under a repurchase agreement ("Repo Investment Vehicle");
 - (vii) a combination Nassau Investment Vehicle and Repo Investment Vehicle ("Nassau/Repo Investment Vehicle");
 - (viii) a combination London Investment Vehicle and Repo Investment Vehicle ("London/Repo Investment Vehicle"); and
- (c) The Bank, if the Customer has selected a loan borrowing and payment arrangement, and has a credit facility (the "Credit Facility") in place, will maintain one of the following loan borrowing and payment options ("Loan Sweeps") for the Customer, as selected by the Customer, and specified on Schedule A:
- (i) an automated arrangement for borrowings and payments under the Credit Facility ("Loan Borrowing and Payment Option");
 - (ii) an automated arrangement for payments under the Credit Facility ("Loan Payment Option");
 - (iii) an automated arrangement for borrowing under the Credit Facility ("Loan Borrowing Option");
 - (iv) an automated arrangement for a Loan Borrowing and Payment Option and an Investment Vehicle ("Loan and Investment Option"); and
 - (v) an automated arrangement for borrowings and payments under a Fed Funds Credit Facility ("Fed Funds Borrowing Option").

3. Sweep Operation; Investments.

- (a) Schedule A establishes parameters for the sweep of funds under the Service ("Sweep Parameters"), by setting forth the following Customer-specific information: (i) a "Target Balance"; (ii) a "Minimum Investment"; (iii) a "Sweep Increment"; and (iv) an "Investment Cap". Sweep Parameters are subject to review and modification by the Bank, upon notice to the Customer.
- (b) The Bank, at the end of each banking business day (a "Business Day"), will automatically debit the DDA and transfer to the Investment Vehicle an amount equal to the Minimum Investment and any Sweep Increments, above the Target Balance, maintained in available balances in the DDA, (the "Investment"). The Bank will not transfer to the Investment Vehicle any amounts in excess of the Investment Cap. The Bank, on the succeeding Business Day, will arrange for the return of the Investment and credit the DDA for that returned amount at the opening of business.
- (c) Invested funds will earn interest in accordance with the earnings rate information provided by the Bank to the Customer from time to time.



4. Acknowledgments.

- (a) The Customer acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action, which, in the Bank's sole opinion, inhibits the operation of the Service, the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
- (b) The Customer further acknowledges that it has made an independent assessment of the suitability of the Investment for its own purposes and understands that it is advised to consult its own financial, legal and other advisors therefor.

5. Investment Statement.

The Bank, on a periodic basis, in addition to an account statement related to the DDA, will provide to the Customer a statement ("Investment Statement") detailing the investment, the sweep transactions, and earnings or charges.

6. Taxes.

The Bank makes no representations as to the interpretation or characterization of the transactions herein undertaken for tax or any other purpose, in any jurisdiction. The Customer must satisfy itself as to any tax impact of the Service before agreeing to the terms herein. The Customer is responsible for any income, withholding or other taxes imposed by any jurisdiction and will indemnify and otherwise hold the Bank harmless for: (i) any such taxes including any withholding tax imposed by any jurisdiction on overdraft interest charged to any demand deposit account, and any interest, penalties or additions to tax for failure to properly remit such tax; and (ii) the Bank's payment of any taxes, interest, penalties and/or additions to tax otherwise due from, or paid on behalf of, the Customer. The Customer is responsible for effecting the actual payment to appropriate taxing authorities of any withholding tax due on overdraft charges. The Customer will provide the Bank copies, or where required, originals, of such proofs of residence, ownership of assets, taxpayer status, or other documentation, declarations, certifications or information (collectively, "Information") as the Bank may require, and represents and warrants that such Information, as of the date of its provision to the Bank, will be and, except as may be otherwise notified in writing by the Customer to the Bank from time to time, will remain, true and correct in every respect, not misleading or inaccurate in any way, and contains all material information. Any and all overdraft charges will be free and clear of, and without any deduction or withholding for, any applicable withholding tax. The overdraft charge legally due to the Bank shall be equal to the quotient calculated by dividing (i) the stated overdraft charge provided to the Customer by the Bank by (ii) 1 minus the applicable withholding tax rate.

7. Service Fees.

The Customer shall compensate the Bank for the Service, in accordance with the Bank's fee schedules from time to time in effect.

8. Notices.

All notices to the Bank shall be sent to: JPMorgan Chase Bank, N. A., c/o JPMorgan Treasury Technologies Corporation, TLIP Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.

9. Term; Termination.

These Service Terms shall be in effect as of the date first written above and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately, upon the sending of written notice to the Customer.

10. Governing Law.

These Service Terms shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without reference to the conflicts of law provisions thereof.

11. Offshore Investment Vehicles.

If the Customer has selected the Nassau Investment Vehicle, the London Investment Vehicle or the Cayman Investment Vehicle as an investment, the provisions of Section 11 shall apply in addition to the provisions of Sections 1 through 10.

- (a) The Bank, with respect to the Nassau Investment Vehicle, the London Investment Vehicle and the Cayman Investment Vehicle (collectively, "Off Shore Investment Vehicles"), will maintain an interest-bearing deposit account at the applicable off-shore branch in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of the applicable off-shore branch will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.
- (b) The Master Accounts for the Nassau Investment Vehicle and the London Investment Vehicle, are maintained at branches of the Bank. The Master Accounts for the Cayman Investment Vehicle is maintained at the Cayman Island Branch of Chase Bank USA, N.A. ("CHUSA"), a bank affiliate of the Bank.
- (c) The Customer understands that the Minimum Investment for investments in the Nassau Investment Vehicle, the London Investment Vehicle or the Cayman Investment Vehicle is \$100,000.
- (d) Deposits held in a branch of the Bank or CHUSA, located outside the United States are payable exclusively at the branch at which the account is held and are not payable in the United States. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank, or CHUSA, as applicable.



- (e) **Required FDIC Disclosures (Nassau Investment Vehicle, London Investment Vehicle):** In the event of a failure of the Bank, funds swept to the Nassau Investment Vehicle or the London Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
 - (f) **Required FDIC Disclosures (Cayman Investment Vehicle):** (i) In the event of a failure of the CHUSA, regardless of whether there is a failure of the Bank, funds swept to the Cayman Investment Vehicle, as reflected on CHUSA's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the CHUSA; and (ii) In the event of a failure of the Bank, funds swept to the Cayman Investment Vehicle (whether the sweep actually occur will depend on the transaction cut-off time used by the FDIC) as reflected on the Bank's end-of-day ledger balance would not be considered deposits of the Bank by the FDIC. If the funds are swept, the FDIC would treat the swept funds as assets of the beneficial owner in attempting to recover such funds, subject to whether CHUSA also failed, and subject to the applicable insurance rules and limits of the FDIC. If the funds are not swept, such funds would remain in the deposit account, be treated as deposits, and be insured under the applicable insurance rules and terms of the FDIC.
-

12. IBF Investment Vehicles. If the Customer has selected the IBF Investment Vehicle as an investment the provisions of Section 12 shall apply in addition to the provisions of Sections 1 through 10.

- (a) The Bank, with respect to the IBF Investment Vehicle will maintain an interest-bearing deposit account at its International Banking Facility ("IBF") in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of its IBF will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.
 - (b) The Master Account for the IBF Investment Vehicle is maintained at the IBF of the Bank.
 - (c) Investments in the IBF Investment Facility are only available to qualified institutions, pursuant to Section 204.8(a) (2)(i) of Federal Reserve Regulation D.
 - (d) Deposits held in the IBF (i) are not insured by the FDIC or any other governmental entity; and (ii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.
 - (e) **Required FDIC Disclosures:** In the event of a failure of the Bank, funds swept to the IBF Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
-

13. Fed Funds Investment Vehicle. If the Customer has selected the Fed Funds Investment Vehicle as an investment, the provisions of Section 13 shall apply in addition to the provisions of Sections 1 through 10.

- (a) The Bank will maintain the records of the Customer's investment in the Bank's sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.
 - (b) Investments in the Fed Funds Investment Vehicle are only available to the qualified depository banks pursuant to Federal Reserve Regulation D.
 - (c) Fed Funds Investments: (i) are not bank deposits; and (ii) are not insured by the FDIC or any other governmental entity.
 - (d) **Required FDIC Disclosures:** In the event of a failure of the Bank, funds swept to the Fed Funds Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
-

14. Repo Investment Vehicle. If the Customer has selected the repurchase agreement ("Repo") as an investment ("Repo Investment Vehicle"), the provisions of Section 14 shall apply in addition to the provisions of Sections 1 through 10.

- (a) **Definitions:**
 - (i) "Repo Rate" means the per annum percentage rate for determination of the Interest at Maturity. The Repo Rate will be determined by the Bank and is subject to change from time to time;



- (ii) "Income" means with respect to any Securities at any time, any principal thereof then payable and all interest, dividends or other distributions thereof;
- (iii) "Market Value" means with respect to any Securities as of any date, the most recently available bid price for the Securities, plus accrued Income to the extent not included therein as of such date (unless contrary to market practice for such Securities);
- (iv) "Interest at Maturity" means with respect to any Purchase hereunder as of any date, the aggregate amount obtained by daily application of the Repo Rate for such Purchase to the Principal Amount for such Purchase on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Trade Date for such Purchase and ending on (but excluding) the Maturity Date;
- (v) "Purchase" shall have the meaning as specified in Section 14(b).
- (vi) "Trade Date" means the date on which Purchased Securities are transferred by the Bank to the Customer;
- (vii) "Principal Amount" means on the Trade Date, the price at which Purchased Securities are transferred by the Bank to the Customer;
- (viii) "Purchased Securities" means the Securities transferred by the Bank to the Customer in a Purchase hereunder;
- (ix) "Maturity Date" means the date on which the Bank is to repurchase the Purchased Securities from the Customer, which is the business day succeeding the Trade Date;
- (x) "Net Due at Maturity" means the price at which the Purchased Securities are to be transferred from the Customer to the Bank upon termination of a Purchase, which will be determined in each case as the sum of the Principal Amount and the Interest at Maturity as of the date of such determination;
- (xi) "Securities" means securities issued by the United States Treasury or any agency of the United States Government (which may be available in book entry form only);
- (xii) "Act of Insolvency" means (i) the commencement by the Customer as debtor of any case or proceeding (or the commencement by any party of such case or proceeding against the Customer) under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or the Customer seeking the appointment or election (or any other party seeking such appointment or election) of a receiver, conservator, trustee, custodian or similar official for the Customer or any substantial or material part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the making by the Customer of a general assignment, arrangement or composition with or for the benefit of creditors, (iii) the appointment of a receiver, conservator, administrator, liquidator or trustee or analogous officer of the Customer or over all or any material or substantial part of the Customer's property, (iv) Customer becomes insolvent or is unable to pay its debts or fails or admits in writing its inability to pay its debts as they become due, (v) a secured party takes possession of all or substantially all (or a material portion of) Customer's assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all (or a material portion of) Customer's assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, (vi) Customer causes or is subject to any event with respect to Customer which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (v), or (vii) Customer takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(b) **Applicability.** On each business day, the parties may enter into transactions in which the Bank agrees to transfer to the Customer Securities against the sweep of funds from the DDA specified in Schedule A, with a simultaneous agreement by the Customer to transfer to the Bank such Securities on the succeeding Business Day, against the transfer to the Customer of funds by the Bank. The Bank agrees to provide the Customer with Securities with a Market Value sufficient to cover the Principal Amount with respect to any Purchase. Each such transaction shall be referred to herein as a "Purchase" and shall be governed by these Service Terms unless otherwise agreed in writing.

(c) **Initiation/Confirmation/Termination.** On each Business Day in which there exists an amount in the DDA above the Target Balance, the Bank, will enter into a Purchase for the Customer in accordance with the Sweep Parameters of Section 3. Upon agreeing to enter into a Purchase hereunder, the Bank shall promptly deliver to Customer a written confirmation of each Purchase (a "Confirmation"). The Confirmation shall describe the Securities (specifying the CUSIP or a mortgage-backed security pool number, if any, the issuer, Maturity Date, coupon rate, par amount, market price and Market Value), identify the Customer and the Bank, and set forth: (i) the Trade Date; (ii) the Principal Amount; (iii) the Maturity Date; (iv) the Repo Rate; (v) Net Due at Maturity; and (vi) any additional terms or conditions of the Purchase not inconsistent with these Service Terms. The Confirmation, together with these Service Terms, shall constitute conclusive evidence of the terms agreed between Customer and The Bank with respect to the Purchase to which the Confirmation relates, unless, with respect to the Confirmation, specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and these Service Terms, these Service Terms shall prevail.

On the Maturity Date, termination of the Purchase will be effected by transfer to the Bank of the Purchased Securities against the transfer of the Net Due at Maturity to the DDA. When the last day of a given month falls on a Friday, Saturday or Sunday, then the Interest at Maturity earned from Purchases entered into on that Friday will be paid on the next Business Day for the Interest at Maturity earned during the day(s) preceding month end and on the following business day for the period succeeding month end. The Repo Rate paid to Customer by the



Bank on Purchases is not intended to be the same as the interest rate or stated rate of the Purchased Securities; therefore, the Net Due at Maturity is independent of any fluctuation in the market price of the Purchased Securities. Earnings on Repos shall be credited to the DDA on a daily basis.

- (d) **Act of Insolvency; Set-off.** In the event that an Act of Insolvency occurs, the Bank may determine that the Maturity Date for each Purchase hereunder shall occur at a time specified by the Bank (the "Accelerated Maturity Date"). The amount of the Net Due at Maturity shall be established by the Bank for all Purchases as of the Accelerated Maturity Date, and the Bank shall determine the Market Value of the Purchased Securities.

On the Accelerated Maturity Date, all right, title and interest in and entitlement to all Purchased Securities subject to such Purchases shall be deemed transferred to the Bank, and the Customer shall deliver all such Purchased Securities to the Bank.

On the Accelerated Maturity Date, if for any reason all or part of the Purchased Securities are not transferred to the Bank, then the Market Value of such Purchased Securities will be set off against the Net Due at Maturity. As a result, the amount payable by the Bank will be reduced by the Market Value of Purchased Securities that are not transferred. If the Market Value of Purchased Securities that are not transferred to the Bank exceeds the Net Due at Maturity, the Customer will be liable for such excess.

If the Bank incurs costs and expenses in connection with an Act of Insolvency or Accelerated Maturity Date, the Customer shall be liable for such costs and expenses. The amount payable by the Bank on an Accelerated Maturity Date may be reduced by such costs and expenses.

- (e) **Estimates of Investment Balances.** In connection with Repos, the Bank hereby discloses that it enters into Purchases prior to the end of each Business Day based on its estimate of the amount of the funds that will be available for investment by Repos customers at the end of the Business Day. Although the Bank will use its best efforts to accurately estimate the Principal Amount for the Purchase that will be entered into on behalf of the Customer on each business day, the Customer acknowledges and agrees that, on any business day, all or a portion of its DDA balance may be uninvested if the Market Value of Securities held by the Bank is less than the DDA balances of all customers whose funds are to be invested in Repos. In such an event, the Customer shall be entitled to an earnings credit established by the Bank from time to time, to be applied against the fees charged by the Bank. Except for the earnings credit described in this section, the Customer agrees that it shall have no claim against the Bank based on, or relating to, Purchases entered into with other customers, whether or not the Bank has made fewer or more investments for any other customer, or whether or not any investment for another customer could have resulted in additional investments made for the Customer under these Service Terms. Notwithstanding anything to the contrary in these Service Terms, no interest shall be paid on an uninvested DDA balance that are held in the specified DDA at the Bank.
- (f) **Security Interest.** Although the parties intend that all Purchases hereunder be sales and purchases and not loans, in the event any such Purchases are deemed to be loans, the Bank shall be deemed to have pledged to the Customer, as security for the performance by the Bank of its obligations under each such Purchase, and shall be deemed to have granted to the Customer a security interest in, all of the Purchased Securities with respect to all Purchases hereunder and all proceeds thereof.
- (g) **Payment and Transfer.** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Purchased Securities transferred by one party hereto to the other shall be through book entry transfer by the Bank or other identification on the Bank's records that the Purchased Security belongs to either the Customer or the Bank.
- (h) **Segregation of Purchased Securities.** To the extent required by applicable law, all Purchased Securities in the possession of the Bank shall be segregated from other securities in its possession and shall be identified as subject to these Service Terms. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial intermediary or a clearing corporation.
- (i) **Required Disclosure.** THE BANK IS NOT PERMITTED TO SUBSTITUTE OTHER SECURITIES FOR THOSE SUBJECT TO THESE SERVICE TERMS AND THEREFORE MUST KEEP THE CUSTOMER'S SECURITIES SEGREGATED AT ALL TIMES, UNLESS IN THESE SERVICE TERMS, THE CUSTOMER GRANTS THE BANK THE RIGHT TO SUBSTITUTE OTHER SECURITIES. IF THE CUSTOMER GRANTS THE RIGHT TO SUBSTITUTE, THIS MEANS THAT THE CUSTOMER'S SECURITIES WILL LIKELY BE COMMINGLED WITH THE BANK'S OWN SECURITIES DURING THE TRADING DAY. THE CUSTOMER IS ADVISED THAT, DURING ANY TRADING DAY THE CUSTOMER'S SECURITIES ARE COMMINGLED WITH THE BANK'S SECURITIES, THEY MAY BE SUBJECT TO LIENS GRANTED BY THE BANK TO THIRD PARTIES AND MAY BE USED BY THE BANK FOR DELIVERIES ON OTHER SECURITIES TRANSACTIONS. WHENEVER THE SECURITIES ARE COMMINGLED, THE BANK'S ABILITY TO RESEGREGATE SUBSTITUTE SECURITIES FOR THE CUSTOMER WILL BE SUBJECT TO THE BANK'S ABILITY TO SATISFY ANY LIEN OR TO OBTAIN SUBSTITUTE SECURITIES.
- (j) **Required FDIC Disclosure.** In the event of a failure of the Bank, funds swept to the Repo Sweep Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC. However, the FDIC would treat the beneficial owner's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the securities in accordance with the FDIC's normal procedures.
- (k) **Use of Employee Plan Assets.** If assets of any employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by the Customer in a Purchase, the Customer shall also notify the Bank prior to the



Purchase. The Customer hereby represents and warrants to the Bank that no Purchase constitutes a prohibited transaction under ERISA or is otherwise exempt therefrom, and the Bank may proceed in reliance thereon but shall not be required to proceed.

- (l) **Intent.** The parties recognize that each Purchase is a "repurchase agreement" as that term is defined in Section 101(47) of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Purchase or the terms of such Purchase would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741(7) of Title 11 of the United States Code, as amended.

It is understood that either party's right to liquidate securities delivered to it in connection with Purchases hereunder or to exercise any other remedies pursuant to these Service Terms, is a contractual right to liquidate such Purchase as described in Section 555 and 559 of Title 11 of the United States Code, as amended.

- (m) **Disclosure Relating to Certain Federal Protections.** The parties acknowledge that any Purchases under these Service Terms are obligations of the Bank collateralized by Securities. The Customer acknowledges that it has been advised that funds held by the Bank pursuant to a Purchase hereunder: (i) are not bank deposits; and (ii) are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government entity.

15. Offshore/Repo Investment Vehicle.

If the Customer has selected the Nassau/Repo Investment Vehicle or the London/Repo Investment Vehicle (collectively "Offshore/Repo Investment Vehicle") as an investment, the provisions of Section 15 shall apply in addition to the provisions of Sections 1 through 10 and 11 and 14.

If the Customer has selected an Offshore/Repo Investment Vehicle, the Bank will invest the Customer's DDA balances in accordance with the Sweep Parameters in Section 3. If the amount of the DDA Balances is more than \$100,000, then the Bank will invest the balances in the Nassau Investment Vehicle or the London Investment Vehicle, as applicable. If, however, the Investment is less than \$100,000 then the Bank will invest such lesser amount in the Repo Investment Vehicle instead.

16. Loan Sweep.

If the Customer has selected any of the following: Loan Borrowing and Payment Option, Loan Payment Option, Loan Borrowing Option, Loan and Investment Option and Fed Funds Borrowing Option (collectively, the "Loan Sweep"), the provisions of Section 16 as well as the provisions of Sections 1 through 10 (and the applicable Sections of 11 through 15) shall apply.

- (a) **Credit Facility.** The Customer acknowledges that as a condition precedent to use of the Loan Sweep, the Customer shall have in place a current credit facility with the Bank (the "Credit Facility"). Any credit extended to Customer through use of the Loan Sweep will be subject to all of the terms and conditions of the Credit Facility.
- (b) **Loan Borrowing and Payment Option.** After the close of business on each Business Day, if the Customer has selected the Loan Borrowing and Payment Option, the Bank will determine the balance in the DDA after all transactions for that Business Day have been posted to such DDA and:
- (i) If the DDA balance is less than the Target Balance, the Bank will draw on the Credit Facility in an amount up to the amount of credit available under the Credit Facility on the Bank's applicable loan system and will transfer the proceeds of such draw to fund the DDA up to the Target Balance. To permit such draws, the Bank hereby waives any notice requirements for such draws under the Credit Facility (but nothing in these Service Terms shall be deemed to be a waiver of the conditions to lending under the Credit Facility), and the Customer hereby authorizes the Bank to draw under the Credit Facility to the extent required under this Section 16(b)(i). If the amount of the available credit under the Credit Facility is insufficient to bring the balance in the DDA to the Target Balance, the Target Balance in the DDA will not be reached to the extent of such insufficiency;
 - (ii) If the DDA balance is more than the Target Balance, the Bank will pay down the Credit Facility so that the Target Balance remains in the DDA. To permit such pay downs, the Bank hereby waives any notice requirements for such pay downs under the Credit Facility. Payments to pay down the Credit Facility will only be applied to those loans which are revolving loans under the Credit Facility and which will not result in any break-funding costs or prepayment premiums to the Customer;
 - (iii) If the Credit Facility has expired or for whatever reason is not available for use by the Customer, any balance in the DDA in excess of the Target Balance will be used to pay down the principal amount of the Credit Facility.
- (c) **Loan Payment Option.** If the Customer has selected the Loan Payment Option, that Service will operate the same as the pay down portion of the Loan Borrowing and Payment Option described above in Section 16(b).
- (d) **Loan Borrowing Option.** If the Customer has selected the Loan Borrowing Option, that Service will operate the same as the borrowing portion of the Loan Borrowing and Payment Option described above in Section 16(b).
- (e) **Loan and Investment Option.** If the Customer has selected the Loan and Investment Option, that Service will operate the same as the Loan Borrowing and Payment Option, except that to the extent there remains a balance in excess of the Target Balance in the DDA after



pay down of the Credit Facility, then the remaining balance in the DDA will be swept by the Bank into the designated Investment Vehicle in accordance with the applicable provisions of these Service Terms.

- (f) **Fed Funds Borrowing Option.** If the Customer, is eligible for, has selected the Fed Funds Borrowing Option, and has a Credit Facility in place for Fed Funds, then that Loan Sweep will operate in the same manner as other Loan Sweeps described in this Section 16.
- (g) **Required FDIC Disclosure.** In the event of a failure of the Bank, funds swept as part of the Loan Payment Option and the pay down component of the Loan Borrowing and Payment Option, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, but such swept funds would reduce the loan balance owed by the Customer to the receivership estate of the Bank.
- (h) **Multiple DDAs.** The Customer may link multiple DDAs (held by the same legal entity), up to a maximum determined by the Bank, to sweep to a single Credit Facility, provided, however that all such DDAs are maintained in the same state. In the event of multiple DDAs, the Bank will post individual debits or credits to the respective DDAs, and will post the net advance or payment to the Credit Facility.

Agreed to:

CITY OF POMPANO BEACH

(Customer)

By:

Name:

Lamar Fisher

Title:

Mayor

Agreed to:

JPMORGAN CHASE BANK, N.A.

By:

Name:

Ralph Hildrevent

Title:

AUTHORIZED OFFICER

Date:

4/30/14

CITY REQUIRED SIGNATURE PAGES ARE ATTACHED

Pages to be executed as it relates to "Attachment A" – Bank's Account Terms and Service Terms
– Treasury Services End of Day Investment & Loan Sweep Service Terms

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moniz

By: 

LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: 

DENNIS W. BEACH
CITY MANAGER

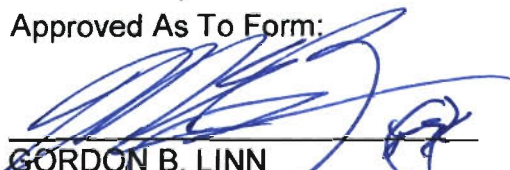
Attest:



MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:


GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day
of March, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**
as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of
Pompano Beach, Florida, a municipal corporation, on behalf of the municipal
corporation, who are personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or
Stamped)



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Commission Number

"BANK"

JPMORGAN CHASE BANK, N.A.

Witnesses:

LEIF A. CHASE

JACKIE L. WATSON

By:

RALPH HILDEVERT

RALPH HILDEVERT

Print

Name:

RALPH HILDEVERT

Title:

AUTHORIZED OFFICER

Business License
No. 14-00062976

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of April, 2014 by Ralph Hildevert as Authorized Officer of J.P. Morgan Chase Bank N.A. A _____ corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF

Mary M. Lacey
(Name of Acknowledger Typed, Printed or Stamped)

EE 190509
Commission Number





End of Day Investment & Loan Sweep Service Terms I Schedule A

Effective Date:

Customer Name:	CITY OF POMPANO BEACH
DDA Name:	
DDA No.:	
Tax Payer ID Number:	596000411
Sub-Account Number	

Investment Vehicles:

(Check Desired Investment Vehicle)

Nassau Investment Vehicle	
London Investment Vehicle	
Cayman Investment Vehicle	
IBF Investment Vehicle	
Fed Funds Investment Vehicle	
Repo Investment Vehicle	
Nassau/Repo Investment Vehicle	
London/Repo Investment Vehicle	

Sweep Parameters:

(Insert Applicable Amounts)

Target Balance	
Minimum Investment	
Sweep Increment	
Investment Cap	

Loan Sweep Options:

(Check Desired Loan Sweep Option)

Loan Borrowing and Payment Option	
Loan Payment Option	
Loan Borrowing Option	
Loan and Investment Option	
Fed Funds Borrowing Option	

This Schedule A supersedes any previous Schedule A with respect to the information, accounts and selections. By signing below the Customer confirms such information, accounts and selections set forth in this Schedule A for this Service.

CITY OF POMPANO BEACH		JPMORGAN CHASE BANK, N.A.	
Customer			
By:	Date:	By:	Date:
Signature		Signature	
Print Name		Print Name	
Title		Title	



Receiver Services (eLockbox) Service Terms

V1.0_0605

1. Services.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with a service (the "Electronic Payment Service") which will enable the Customer to electronically receive (a) payments or remittances owed to the Customer by consumers or other third parties, (b) home banking payments, and (c) payments made by a federal agency, department or instrumentality (collectively, "Electronic Payments") and to receive detail information respecting the Electronic Payments. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services as well as other applicable service terms (collectively, "Account Documentation") are incorporated into these Service Terms by this reference. By signing the applicable Account Documentation or by using or continuing to use the Electronic Payment Service, the Customer agrees to these Service Terms.

2. Networks.

Certain Electronic Payments will be received through MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., Visa ePay, a division of Visa International ("ePay"), the National Automated Clearinghouse Association ("NACHA"), which oversees the Automated Clearinghouse ("ACH") payment system and other funds transfer delivery channels or proprietary networks (collectively referred to as the "Networks"). The Networks provide electronic funds transfer delivery channels which perform routing and settlement for previously captured and authorized Electronic Payments originated from participants' bill payment systems to member financial institutions. Bank is a participating member financial institution of the Networks as a receiving institution.

3. Compliance with Rules.

With respect to Electronic Payments and data received through the ACH system, the Bank and the Customer will comply with and be bound by the Operating Rules of NACHA and the applicable regional ACH (collectively, the "Rules") as in effect from time to time, including without limitation, the provision thereof making payment of an ACH Credit Entry (as such term is defined in the Rules) by the Bank to the Customer provisional until receipt by the Bank of final settlement for such ACH Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the Bank will be entitled to a refund from the Customer of the amount credited. With respect to Electronic Payments and data received from other Networks, Customer acknowledges that the Bank's services hereunder are subject to the rules and regulations of the Networks as amended from time to time and that Customer and the Bank will be bound by such rules and regulations. With respect to Electronic Payments and data originated by a Federal agency, department or instrumentality ("Federal Agency"), (a) the Bank and the Customer will comply with all U.S. Treasury and other governmental rules and regulations applicable to such Electronic Payments and (b) the Customer represents and warrants that the Customer is authorized to receive the Electronic Payments from such Federal Agency.

4. Processing of Electronic Payments.

- (a) The Customer will test with the Bank as the Bank deems necessary to enable the Customer, the Bank and the Networks to process the Electronic Payments and transmit the Data (as defined in Section 5(a)).
- (b) The Bank will credit to a demand deposit account maintained by the Customer at the Bank (the "Designated Account") each Electronic Payment received by it as to which the accompanying data indicates that such Electronic Payment is to be credited to the Designated Account. Except as otherwise provided in this Section, each such Electronic Payment will be credited to the Designated Account on the later of the payment date/effective entry date specified in such data or the date on which such Electronic Payment and the related Receiver Information are received by the Bank. If any payment is received by check, the Bank will forward such check to the Customer for processing.

5. Transmission of Data.

- (a) On each banking day, the Bank will deliver to the Customer by means of computer transmission, fax, secure e-mail or other agreed upon method, a report (the "Daily Report") setting forth the data received in respect of the Customer and the Electronic Payments from the Networks, Federal Agency or other originator ("Data"). The Data will be extracted by the Bank from the information contained in the detail records supplied to the Bank by the Networks, Federal Agency or other originator and the Bank will have no liability or responsibility for any inaccurate, incomplete or non-current Data which was obtained from such detail records.
- (b) The Customer shall provide the Bank with all data necessary for the Networks, Federal Agency or other originator to process the Electronic Payments. In addition, Customer shall provide the Bank with all specifications deemed necessary by the Bank for transmission of Data to Customer, including without limitation, file format, account number ranges and settlement account number at the Bank.
- (c) The Customer must review all remittance information received from the Bank and must inform the Bank as soon as possible, and in any event not later than 48 hours after receipt thereof, of any incorrect or questionable information identified therein. The Bank will transmit information to the Networks, Federal Agency or other originator when Customer informs the Bank that it is unable to identify remittance information as described in the preceding sentence.

6. Other Invoice Data From Bill Payment Concentrators.

The Bank agrees to receive, on behalf of the Customer, direct electronic sends of billing and invoice data from certain bill payment concentrators (the "concentrators") of the Customer. The Bank's sole responsibility with respect to this concentrator billing and invoice data is to transmit the data to the Customer. Customer acknowledges and agrees that the Bank will not submit these billing and invoice items from the concentrators into the RPPS, the ACH, the Networks or any other settlement service for payment or settlement. In the event that Customer seeks to correct any data relating to this invoice data or to initiate a refund to the concentrator or its end-users relating to these invoices, Customer will need to independently contact the concentrator to handle such refund or correction. Bank will not be responsible for assisting Customer with such refunds or corrections.



Centralized Returns Service Terms

V1.0_0305

1. Service.

JPMorgan Chase Bank, N.A (the "Bank") will provide the Customer with a centralized returns service (the "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, the Customer agrees to these Service Terms.

2. Preparation of Items:

Customer shall endorse all items in the manner and location on the back of the items as specified by the Bank and pursuant to the provisions of Federal Reserve Regulation CC for the bank of first deposit.

3. Depository Bank.

Customer will cause the bank of first deposit to (a) accept for deposit items that already bear the Bank's endorsement in the area of the back of the item reserved for the bank of first deposit and (b) agree to not place its endorsement on the items in the area reserved for the bank of first deposit. Customer assumes all responsibility and liability for any loss associated with this arrangement.

4. Return of Items.

The Bank will process items that are returned to the Bank in accordance with the procedures mutually agreed to by the Bank and Customer and these Service Terms. Upon the Bank's receipt of a returned item under this Service, the Bank will debit an account of the Customer's at the Bank for the amount of the returned item. In the event that an overdraft occurs in such account, the Customer agrees to deposit immediately available funds to the account.

5. Indemnity.

Customer agrees to indemnify and hold harmless the Bank from and against any and all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from the this Service, including but not limited to, any late return or failure to give notice to customer of any returned item.



Image Deposit Direct Service Terms | JPMORGAN CHASE BANK, N.A.

V2.3_12_05_11

1. **Service Terms.** These Image Deposit Direct (IDD) Service Terms ("Service Terms") state the terms and conditions that govern Customer's use of the IDD Service (the "Service"). These Service Terms supplement the deposit account terms governing Customer's deposit account(s). These Service Terms and the deposit account terms (collectively, the "Account Documentation") may be amended from time to time. The deposit account terms are hereby ratified and affirmed, and are incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.
2. **The Service.** The Service allows Customer to make certain electronic deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks and traveler's checks payable in U.S. Dollars and drawn on U.S. banks or US Postal Service Money Orders), by using a capture device to create an electronic image of a paper check or other paper source document ("Item") and transmitting it and related data to Bank. As part of the Service Customer must use software and hardware provided by or acceptable to Bank. Customer is solely responsible for the image, information or data that is transmitted, supplied or key-entered by Customer, Customer employees or agents. Before Customer transmits any image of an Item, Customer shall endorse all Items with the legend "For Deposit Only" and the Customer's name or account number unless otherwise provided for by the Bank.
 - a. Customer agrees that after the electronic image of the Item has been created and submitted for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.
 - b. Customer agrees that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.
 - c. If Bank receives the submitted deposit transmission of an Item no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that day to be the day of deposit. If Bank receives a submitted deposit transmission of an Item after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. The Cutoff Time reflects the time displayed on the Bank's internal system clocks and may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer transmit any submitted deposit to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.
 - d. Customer agrees to pay the Bank's fees for the Service.
 - e. The term of the Service is two (2) years. After the expiration of the initial two year term, the Service shall continue on a month to month basis.
 - f. Customer is responsible for making certain that only images of eligible Items are sent to Bank through this Service. Any image of an item sent through this Service that is not eligible as set forth in Section 2 above will be handled at Customer's sole risk and liability.
3. **Item Processing.** If the electronic files and/or images transmitted to Bank with respect to any Item do not comply with its or its processor's requirements for item type submitted, content, batch size and/or format, the Customer shall be solely responsible for any loss related to the processing of such Item, including if the Bank, in its sole discretion:
 - a. further transmits the Item and data in the form received from Customer;
 - b. repairs or attempts to repair the Item or data and then further transmits it;
 - c. processes the Item as photocopies in lieu of originals; or
 - d. returns the data and Item to Customer unprocessed and charges back Customer's account.
4. **Warranties.** Customer represents and warrants to Bank that:
 - a. any image Bank receives accurately and legibly represents all of the information on the front and back of the original Item as of the time the original Item is truncated;
 - b. the information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
 - c. the Item conforms to the technical standards for an Electronic Item set forth in Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Regulation CC;



- d. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
 - e. Customer will not redeposit through this Service any Item previously deposited and returned to Customer unless Bank advises Customer otherwise;
 - f. Customer will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
 - g. Customer will only transmit Items that originated as paper Items;
 - h. Customer will comply with all laws and regulations applicable to Customer in its use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
 - i. If the Customer is depositing Items made payable to a third party, Customer also represents and warrants to Bank that in connection with each Item deposited through the Service, the owner of the Item has authorized Customer to negotiate the item and process the Item through electronic transmittal.
5. **Disclaimer.** Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer access to the Service will be uninterrupted, error free or secure. Any corrective action the Bank may take with regard to any software, capture devices or other hardware, related to the Service shall not establish a course of dealing by the Bank, expectation by the Customer, or otherwise obligate the Bank to take any future action. Subpart B of Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.
6. **Limitation of Liability.** In no event will Bank's liability under these Service Terms for any damages of any kind exceed an amount equal to the fees the Customer paid Bank for the Service during the twelve (12) months preceding the date on which Customer made the corresponding claim. If Customer makes a claim during the first twelve (12) months of service, Bank's liability will be limited to the average monthly fee Customer paid during that time multiplied by twelve.
7. **Indemnification.** In addition to the indemnities contained in the Account Documentation, Customer agrees to defend, indemnify and hold Bank, its officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with:
- a. Customer breach of any of the warranties made by Customer pursuant to these Service Terms;
 - b. any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under Federal Reserve Board Regulations CC and J or other laws, regulations, industry and clearing house rules applicable to Items.
 - c. Customer use of the Service or the use of the Service by anyone using Customer Security Device or Customer violation of these Service Terms or the rights of any third party (including, but not limited to, privacy rights).
8. **Audit Rights.** Customer agrees that Bank has the right to audit Customer's processes and procedures for managing and maintaining the security and safety of the scanner, the transmission of the images and the original Items as defined below and that Bank has the right to audit Customer's physical locations where the scanners are used and original items are stored as well as Customer's processes for secure destruction of the original Items. Scanners provided through this Service are to only be used at locations within the United States.
9. **Computer Equipment; Browser Access and Internet Services.** Customer is responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for Customer to access and use the Service. This responsibility includes, without limitation, Customer's utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Customer is additionally responsible for obtaining Internet services via the Internet service provider of Customer's choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and Customer hereby expressly assumes such risks, including, but not limited to those Bank may disclose in its educational materials. Customer acknowledges that Customer is responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. Customer acknowledges that Customer has requested the Service for Customer's convenience, has made Customer's own independent assessment of the adequacy of the Internet and Systems and that Customer is satisfied with that assessment. Bank is not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Customer's Systems nor is Bank responsible for notifying Customer of any upgrades, fixes, or enhancements to, or for providing technical or other support for Customer's Systems. Although Bank may provide a link to a third party site where Customer may download software, Bank makes no endorsement of any specific software, hardware or Internet Service Provider and Customer's use of any such software, hardware or service may also be



subject to the license or other agreements of that provider, in addition to the terms and conditions of these Service Terms. Customer agrees that the presence of any malware, including, without limitation, any keystroke logger type of malware, on any of Customer's computers shall be presumed, unless proven otherwise by clear and convincing evidence by Customer, to constitute the failure by Customer to fulfill its duty at all times to maintain the proper functioning, maintenance and security of its own systems, services, software and other equipment, and to be the cause of any damage, loss, expense or liability which may be suffered or incurred by Customer.

10. **Security Devices.** In order to communicate electronically with Bank whether via the Internet, or otherwise, to access information or effect transactions in connection with the Service, Customer shall utilize identification codes, passwords, authorization, authentication and/or encryption algorithms, tangible or intangible security tokens, cookies, digital signatures and private or public keys (individually a "Security Device" and collectively the "Security Devices") to be issued or approved by Bank from time to time. To prevent unauthorized access to Customer's accounts and to prevent unauthorized use of the Service, Customer agrees to protect and keep confidential the Security Devices used for accessing Customer's accounts via the Service. If Customer believes someone may attempt to use or has used the Service without Customer's permission, or that any other unauthorized use or security breach has occurred, Customer agrees to immediately notify Customer's relationship officer.

11. **Product Rights.**

- a. **Grant of License.** To the extent Bank or its licensors make any software available to Customer via download on its website or by any other means for use in conjunction with the Service, Bank hereby grants, and Customer hereby accepts, for the term of these Service Terms, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.
- b. **Title.** Except for the license granted to Customer hereunder, all rights and title in and to the Products, including any improvements, modifications, and derivative works, will at all times remain with Bank or its licensors, and Customer shall acquire no rights in the Products.
- c. **Use of Products.**
- i) Customer agrees that the Products will be used only by Customer and Customer's Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that Customer will be liable for Customer's Affiliates' acts and omissions in connection with the Products. For purposes of this Agreement, "Affiliates" means those entities that control, are controlled by or are under common control with Customer. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.
 - ii) Except as otherwise expressly provided herein, Customer will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.
 - iii) Customer will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
 - iv) Customer shall use the Products solely for Customer's internal business purposes. For purposes of this clause, the expression "internal business purposes" will in no circumstance include time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.
 - v) Customer will notify Bank in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to Customer.
 - vi) Customer acknowledges that the Products constitute trade secrets and represent significant economic and commercial value to Bank and/or its licensors and must be maintained as secret, confidential and proprietary. Customer agrees that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. Customer will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as Customer ordinarily use in protecting Customer's own most valuable confidential and proprietary information. Customer will not remove or alter any copyright or other proprietary legends contained on the Products.
 - vii) Customer obligations under this Section survive termination of these Service Terms.
- d. **Installation, Training and Maintenance.** Customer will be solely responsible for the installation, training, maintenance and use of the Products. It is Customer's (and expressly not Bank's) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.
- e. **Patent Infringement.** In the event the Products become, or in Bank's opinion are reasonably likely to become, the subject of a claim of infringement, Customer will allow Bank, at its option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.



- f. Risk of Loss. Customer will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of Customer obligations hereunder which shall continue in full force and effect.
 - g. Export Control; Compliance with Laws. Customer will be responsible, at Customer's expense, for complying with all laws and regulations applicable to use of the Products, including, without limitation, laws and regulations pertaining to (i) exports or imports of software and related property; (ii) use or remote use of software and related property; or (iii) registration of this Agreement. Customer will indemnify and hold harmless Bank and its affiliates, employees and agents from and against all actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with any violation by Customer of any such laws or regulations.
12. **New Features.** Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.
13. **Limitation of Liability; No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, BANK SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS CUSTOMER EXPERIENCES DUE TO CAUSES BEYOND BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL, AND CUSTOMER IN ORDER TO HOLD BANK LIABLE SHALL HAVE THE BURDEN OF PROOF TO ESTABLISH BY CLEAR AND CONVINCING EVIDENCE THAT ANY LOSS, DAMAGE OR INJURY SUFFERED OR INCURRED BY CUSTOMER WAS FROM A CAUSE THAT WAS WITHIN BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMERS USE OF THE ONLINE SERVICE IS AT CUSTOMERS SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO CUSTOMER. CUSTOMER ACKNOWLEDGES THAT BANK MAKES NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO CUSTOMER IS IMPLIED IN THESE DISCLAIMERS.
14. **Fees; Cancellation or Termination of Service.**
- a. If Customer cancels the Service before the expiration of two (2) years, Customer shall pay an early cancellation fee of \$500.00 for each scanner not paid for in full at the time the Service is implemented.
 - b. Bank reserves the right to terminate the Service at any time upon 30 days prior written notice. Notwithstanding the foregoing, Bank may terminate the Service immediately (i) if Customer breaches any warranty, (ii) if Customer fails to pay the Service fees or (iii) if Customer becomes financially impaired based upon Bank's sole discretion.
 - c. If the Service is cancelled or terminated by either Customer or Bank for any reason, Customer shall uninstall any software or hardware from its computer systems which was provided to Customer as part of the Service or assume the risk of any loss that could have been prevented by Customer's compliance with this provision.
 - d. The provisions of sections 2, 7, 8, 10 and 11 shall survive termination of these Service Terms.



Consolidated Service Terms

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

TREASURY SERVICES (United States)
Commercial Bank



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

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

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

SERVICES FOR COMMERCIAL BANKING CUSTOMERS

- A. ACH Origination
- B. ACH Debit Block and Transaction Review
- C. USD Funds Transfer
- D. USD Funds Transfer By Check
- E. Lockbox
- F. Coin & Currency
- G. Positive Pay, Reverse Positive Pay & Payee Verification
- H. Controlled Disbursement
- I. Image Cash Letter
- J. Check Print
- K. ACH Tax Payment Service Terms
- L. Client Access
- M. Foreign Exchange Payment



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

Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

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

- 1. Service.** The Bank provides ACH origination Services that will enable the Customer to do one or more of the following: (1) originate ACH Debit Entries; (2) originate ACH Credit Entries; and (3) issue paper drafts in lieu of ACH Debit Entries ("Drafts"). In conjunction with originating Entries or Drafts, the Customer may instruct the Bank to issue or transmit pre-notifications, requests for reversal or return, notifications of change or other information pertaining to the Entries. Origination of ACH credit Entries and origination of ACH Debit Entries (or Drafts) are two separate Services and approval or setup of one ACH Service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is the Customer's responsibility to provide Entries and instructions to the Bank with all the necessary information to complete the Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. The Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria the Bank specifies for acceptance. All instructions to the Bank must be received by the Bank before the Bank's established cutoff time in order for processing to commence on that ACH processing day. Any instruction that is incomplete or that the Bank finishes receiving after the relevant cutoff time will be processed by the Bank on the next day the Bank processes ACH transactions. All transactions are subject to acceptance by the Bank.

The Bank will notify the Customer of any transactions or other transmissions that are rejected or returned. If the Customer wants the Bank to reprocess those transactions or transmissions, the Customer must correct them and resubmit them. The Customer agrees to furnish the Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

- 2. Security and Data Protection Procedures; Examination.** If the Bank follows agreed upon security procedures, the Bank may process and transmit transactions or information in the Customer's name. Unless the Customer and the Bank otherwise agree, transmissions to the Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to the Bank. If the Customer uses a security procedure other than as described in the preceding sentence, the Customer acknowledges that the Customer chose such other security procedure after the Bank offered, and the Customer declined, the option of authenticating or encrypting and the Customer agrees to be bound by any transaction, whether or not authorized, issued in the Customer's name and accepted by the Bank in compliance with the security procedure the Customer chose. If the Customer elects not to utilize recommended message authentication and/or encryption technology, the Customer assumes all responsibility for unauthorized disclosure or unauthorized access to the Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

The Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from Bank, the Customer shall provide such auditors and other Bank personnel as Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with these Service Terms and the Rules. The Customer shall provide, and shall cause its subcontractors to provide, such auditors and personnel any assistance that they may reasonably require.

- 3. Settlement and Exposure Limits.** Subject to this subpart, on the settlement date, the Bank will credit the Customer's account with the Bank that the Customer specifies for the total of: (1) the Customer's debit Entries that the Bank processed for settlement that day; (2) drafts issued for deposit to the Customer's account on that day; and (3) any returned or reversed Credit Entries. The Bank may delay the availability of funds deposited into the Customer's account by debit Entry or draft until those transactions cannot be reversed in accordance with the Rules or applicable law.



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

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

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

The Customer agrees to indemnify the Bank and the Bank's employees, officers, directors and agents and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (1) the Customer's breach of any warranty made under this section and (2) compliance by Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal or recall of any Entry.

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

- 5. Stop Payments; Reversals and Recalls.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Entries or other instructions may not be amended or modified.
- 6. Third-Party Service Providers.** The Customer may choose to use a third-party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on the Customer's behalf. If the Bank accepts such Entries or other instructions, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider, and the Customer is responsible for all costs and expenses of the Customer's provider.
- 7. Third-Party Sender.** If the Customer is a Third-Party Sender, as such term is hereafter defined, (a) the Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, the Customer shall indemnify, defend and hold the Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) the Customer agrees to cooperate with the Bank regarding any request for information concerning the identity of any Originator; and (d) the Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between the Customer and the Originator. Further, the Bank will rely on the Customer to evaluate the legitimacy of the Originators and their transactions originated by the Customer and for ensuring that instructions do not involve illegal activities. The Customer hereby represents and warrants to Bank that Customer (a) conducts due diligence on each Originator for which the Customer is initiating Entries in accordance with "Know Your Customer" policies and procedures maintained by Customer that provide for the gathering of information relating to the originator's principal business activities and geographic location and verification that the Originator is operating a legitimate business and (b) regularly monitors its Originator's transactions for suspicious activities. Upon request by the Bank, the Customer shall promptly provide to the Bank Customer's written due diligence policies and procedures and results of monitoring activities.

The Customer must notify the Bank immediately if the Customer suspects or becomes aware of any activity or transaction of an Originator that the Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. The Bank will be entitled at any time upon notice to the Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf the Customer is originating Entries if the Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if the Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from the Bank, the Customer shall provide such auditors and other Bank personnel as the Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with this section. As used herein, "Third Party Sender" means an entity that is not an Originator, that has authorized an ODFI or another Third Party Sender to transmit, for the account of the Third Party Sender or another Third Party Sender, (i) a credit entry to the account of a Receiver in order to effect a payment from the Originator (i.e., the third party on whose behalf the Third



Party Sender is transmitting the entry) to the Receiver, or (ii) a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry). Without limitation of the foregoing, Third Party Senders include U.S. regulated financial institutions, brokers and other financial intermediaries as well as any other regulated or unregulated payment processors that are customers of the Bank and use their accounts to process payments for third parties (including affiliates of the customer).

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

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

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

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

9. **Termination.** In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

B. ACH Debit Block & ACH Transaction Review

ACH Debit Block is a Service that allows a customer to return ACH debit entries originated to the Customer's account with the Bank. ACH Transaction review allows the Customer to review ACH debit and credit entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Debit Block:

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

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

- (c) **Debits Not Affected by Blocking.** ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:
- debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
 - reversals of previously received ACH credit Entries;
 - returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and



- debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

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

C. U.S. Funds Transfer

J.P. Morgan's Funds Transfer Service enables the electronic transfer and settlement of funds between the Customer and a beneficiary of the payment to destinations around the world. Customers use USD funds transfer services (as opposed to checks or ACH payment services) when they seek same-day settlement with intraday finality and irrevocability of payments.

1. **Service.** The Customer may issue payment orders against its accounts with the Bank by means of SWIFT, electronically, by telephone or by such other method as the Customer and the Bank may agree upon. All funds transfer instructions sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" or "TIMED" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue, and such payment shall be handled in accordance with the Bank's procedures for processing such payments.
2. **Security Procedures.** All payment orders and communications requesting amendment of payment orders issued in the Customer's name are subject to verification by the Bank in accordance with the security procedures agreed upon between the Customer and the Bank. Such security procedures may be set forth in written agreements between the Customer and the Bank.
3. **Advices.** The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including but not limited to information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT or to devices capable of receiving text messages, such as alphanumeric pagers and cellular phones, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including but not limited to the address and/or telephone number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.
4. **Processing.** The Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the



circumstances. The Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary.

5. **Same-Day Amendment and Cancellation Service.** The Customer may subscribe to a service to enable same-day amendment and cancellation of payment orders. Once the Bank has expressly approved the customer's use of the service, all cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.
6. **Reference Pattern Search.** The Customer may subscribe to a service to enable the Customer to instruct the Bank to repair information on incoming and outgoing payment orders, and to perform additional services related to beneficiary deduction services. The Customer shall comply with such formatting requirements specified by the Bank in connection with such services. In connection with beneficiary deduction services, the Customer represents and warrants that it has obtained all necessary authorizations to enable the Bank to deduct transaction charges from the funds transfer amount payable to the beneficiary.

D. U.S. Funds Transfer by Check

J.P. Morgan's U.S. Funds Transfer by Check Service allows the Customer to instruct the Bank (as the Customer's agent) to draw U.S. dollar checks ("Disbursement Checks") payable to the order of payees and in amounts designated by the Customer for distribution.

1. **Requests for Disbursement Checks.** All requests for Disbursement Checks must be transmitted to the Bank via authenticated SWIFT transmission, or one of the Bank's proprietary access mechanisms. The Customer shall transmit the requests in such format as the Bank specifies from time to time. The Bank may (but shall have no obligation to) process requests that do not conform to these Service Terms and may impose additional fees for such processing.
2. **Issuance.** Unless the Customer specifies a future issuance date in the Customer's request, each Disbursement Check will be issued within one banking day of the day on which the Bank receives the issuance request. The Bank will not honor requests to draw Disbursement Checks to any person or entity with whom or with which the Bank is prohibited to do business by law or regulation, or in any case where compliance would, in the Bank's judgment, conflict with applicable law or good banking practice. Disbursement Checks will be signed by the Bank on the Customer's behalf substantially as follows:

Drawer: [Customer Name]

By: JPMorgan Chase Bank, N.A. as Agent
for the Above-Named Drawer

As of the day a Disbursement Check is issued, the Bank will debit the Customer's designated demand deposit account in the amount of the issuance instruction.

3. **Stop Payments Orders.** The Customer may issue a stop payment order in respect of any Disbursement Check only by a message sent via authenticated SWIFT to a Bank location to be designated by the Bank and in the format designated by the Bank from time to time. Any stop payment order must include the reference number assigned by the Bank to the Customer's request for the issuance of such Disbursement Check. The Customer shall pay a service fee for each stop payment order in the amount then in effect at such time the Customer issues the stop payment request.

E. Lockbox

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

1. **Service.** The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.
2. **Deposit; Endorsement.** The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i)



Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.

- 3. Differing Amounts.** If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
- 4. Foreign Items.** This Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to Customer as unprocessable.
- 5. Returned Items; Re-presentation.** If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentation.
- 6. Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.
- 7. Image Option.** If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.
- 8. Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.
- 9. Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 10. Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.



F. Coin & Currency

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

1. Cash Orders

1.1. Placement of Cash Orders. The Customer may issue written instructions for the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders may be transmitted to the Bank only during such times as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount set forth in the Cash Order. If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order or to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.

1.2. Cash Order Limits. The Bank and the Customer may agree to limit the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

1.3. Discrepancies for Cash Orders. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to refuse or receive an adjustment after such time period.

1.4. Cancellations and Amendments. A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.

1.5. Notice of Rejection/Execution. If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.

1.6. Security Procedure. The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of the Codes constitutes a security procedure for verifying the authenticity of the Cash Order as being that of the Customer ("Security Procedure"). The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

2. Cash Deposits

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



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

- (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.
- (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

2.3. Courier Service through the use of a Smart Safe. The Customer may use the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent with regard to machines that will hold Cash that are physically located in the Customer's locations ("smart safes"). The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will place only Cash in the smart safes which will be maintained by the Customer's Courier. The Customer's Courier is authorized to transmit the Cash information to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The Courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the Courier to pick up any Cash for which the Bank has given provisional credit at any time and at the Customer's expense.

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

2.5. Discrepancies. All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.

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

2.7. Delivery to Unattended Facility. If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

2.8. Liability at Unattended Facility. The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.



G. Positive Pay, Reverse Positive Pay and Payee Verification

Positive Pay, Reverse Positive Pay and Payee Verification services help prevent check fraud on Customers accounts by identifying discrepancies between checks presented to the Bank for payment and those checks issued by Customers. With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to checks being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on checks being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on checks being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

1. **Issuance Information.** The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) Issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the banking day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.
2. **Discrepancies.** For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine. If a Customer attempts to change an instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request.
3. **Payee Verification Additional Terms.** For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's setup requirements) and will be limited to those parameters specifically agreed to by the Customer and Bank.
4. **Voided Items.** The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the relevant terms of the Account Documentation, outside of these services.
5. **Item Payment.** The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.
6. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.



H. Controlled Disbursements

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

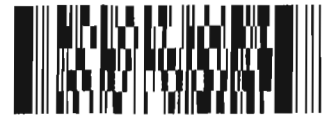
1. **Controlled Disbursement Account.** Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.
4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
6. **Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.
7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.
8. **Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 9. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 9, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.



I. Image Cash Letter

The Image Cash Letter Service allows the Customer to make certain deposits electronically by using a capture device to create an electronic image of a paper check and transmit it and related data to the Bank. As part of the Service, the Customer must use software and hardware provided by or acceptable to the Bank.

1. **Transmission and Processing.** The Customer shall provide through its own methods or devices the captured check images and check data, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cutoff times provided by the Bank. The Customer authorizes the Bank to process the Transmissions as Substitute Checks, Electronic Images or Photos in Lieu, as may be applicable for further clearing through or with any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer has chosen to have items processed as ACH transactions, the Bank will convert eligible items to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. The Customer agrees that it is solely responsible for the creation and sending of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, the Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Items as photocopies in lieu of the originals or (d) repair or attempt to repair the Transmission for further processing.
2. **Image Cash Letter File Deposit Time.** The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, the Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.
3. **Customer Responsibility.** The Customer shall be solely responsible if any Transmission for which the Customer has been given provisional credit is returned or reversed, and neither the Bank nor its subcontractors shall be liable or responsible for same. The Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. The Customer agrees that the Bank shall have no liability for the content of payment-related information. The Customer shall be solely responsible for the original checks, including storage and retrieval. The Customer agrees to provide a legible copy of an image or the original check if requested by the Bank within five (5) business days of such request. If the Customer is unable to provide the original or legible copy, the Customer shall be liable for any associated loss or claim involving the check.
4. **Suspension/Cancellation of Service.** The Bank reserves the right to suspend or terminate the Service, in whole or in part if the Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the service in a manner inconsistent with the rules and regulations relating to the service being provided and such breach. Further, this service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 10 will apply to any termination prior to the time period set forth in the pricing schedule.
5. **Warranties.**
 - (a) **Customer warranty.** The Customer warrants and represents to the Bank that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original checks at the time each check was truncated; (b) each Transmission also contains a record of all applicable micro-line information required for a substitute check and the accurate amount of the check; (c) each Transmission complies with the technical standards for an electronic item under Regulation J, Federal Reserve Operating Circulars 3 and 5, and for a substitute check under Federal Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) the Customer will not redeposit through this service any transmission representing a check previously deposited and returned to the Customer; (f) the Customer will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access to or use of the original checks or duplicate presentment; and (g) the Customer will only create transmissions for checks that originated as paper checks.
 - (b) If the Customer is a financial institution or is otherwise transmitting Items payable to third parties, the Customer also represents and warrants to the Bank that: (1) In connection with each Item deposited through the service, the payee of the Item has authorized the electronic transmittal of the Item for deposit to Customer's account; if the Customer is scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item; and (2) the Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know your customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.



(c) The Bank and its subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or service and/or access to or use of the service or technology provided to the Customer hereunder. The Bank and its subcontractors specifically disclaim any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Bank and its subcontractors also do not guarantee that the Customer's access to the service provided under these terms will be uninterrupted, error free or secure.

6. **Third-Party Service Provider.** The Customer may choose to use a third-party service provider or service bureau to submit Items or perform other functions for and on the Customer's behalf. If the Bank accepts such Items or other instructions from the Customer's provider or service bureau, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider including all costs and expenses incurred by the Customer's provider.
7. **Pricing Schedule/Volume/Termination Penalties.** The Bank and the Customer may agree to a pricing schedule incorporated herein by reference, including the length of time the service will be provided, the charges/fees and the volumes, as may be stated in the pricing schedule. If the Customer terminates the Service or the service is otherwise terminated without fault of the Bank prior to the period of time set forth in the pricing schedule, the Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the service for the period of time the service was provided to the Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.
8. **Limitation of Liability.** In no event will the Bank's liability under these terms for any damages of any kind exceed an amount equal to the fees the Customer paid the Bank for the service during the twelve (12) months preceding the date on which the Customer made the corresponding claim. If the Customer makes a claim during the first twelve (12) months of the service, the Bank's liability will be limited to the average monthly fee the Customer paid during that time multiplied by 12. This limitation of liability is in addition to the terms set forth in the Account Terms.
9. **Indemnification.** The Customer agrees to indemnify the Bank for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by the Customer pursuant to these service terms or the Account Documentation; any claim pertaining to any warranty or indemnity that the Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearinghouse rules applicable to Items. These indemnities are in addition to those in the Account Terms and relevant Service Terms.
10. **Miscellaneous.** The provisions of Sections 3, 5, 7, 8 and 9 shall survive termination of these Service Terms.

J. Check Print

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

1. **Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
2. **Check Pull Requests.** For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.
3. **Receipt of Print Orders.** The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.
4. **Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.
5. **Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.



6. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
7. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.
8. **Limitation of Liability.**

The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.
9. **Cashier's Checks.** If the Bank creates cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's designated account ("Funding Account") for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.
10. **Network Check Truncation Feature.** For any check the Bank is creating (other than a cashier's check) pursuant to these Service Terms, the Bank may compare the check issuance address to the Bank's directory of lockbox addresses. If there is a match, the Customer authorizes the Bank to truncate the check (including any Document) to an image and electronically transmit the images to the Bank's lockbox operations for further processing and deposit to the payee's account. The Customer will not be charged postage for any such check; however, there will be a conversion fee for such check which will be reflected in the Customer's account analysis statement.

K. ACH Tax Payment

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

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

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



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

3. Tax Payment Security Procedures.

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

4. Open Network Access.

The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

5. Funding; Limits.

Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

6. Warranties; Indemnity.

Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.

7. Stop Payments; Reversals and Recalls.

Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.



8. **Payment Limits.** Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer.
9. **Limitation of Liability.** Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 10 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months.
10. **Incorporation of Account Documentation; Termination.** The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

L. Client Access

1. **Service.** The Bank will provide a service (the "Service") for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "Instruction") and from the Bank of messages, notifications and alerts, via online, host-to-host/file transfer and mobile channels. The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.
2. **Security Procedures.**
 - 2.1. The security procedure for accessing the Service via the online and mobile channels includes an identification code and confidential password, and for certain functions, the use of a Bank issued or approved security device ("Security Device"), provided that the mobile channel allows for the use of a biometric identifier instead of a Security Device and identification code. The security procedure for accessing the Service via the host-to-host/file transfer channel includes the use of a Certificate, as set forth in Section 8 below. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security, including the compromise of a Certificate (as defined below). The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer agrees that any use of the Service in compliance with a Bank issued security procedure is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User, as defined in Section 2.3 below, to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorized Users.
 - 2.2. The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application and/or the authority to add, update or delete security keys in connection with the host-to-host/file transfer channels. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
 - 2.3. The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service, including the Mobile Application (as defined below), that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation, as defined in Section 6 below. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.
3. **Open Network Access; Equipment.** The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the Internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.



4. Instructions; Data.

- 4.1.** The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions properly received by the Bank.
- 4.2.** The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).
- 4.3.** The Customer acknowledges that the Secure eMail Application is not intended for the transmission of Instructions to transfer cash, securities or other assets. The Customer shall not transmit, and the Bank shall have no obligation to act upon, any such Instructions transmitted through Secure eMail.

5. Customer Warranties. The Customer represents and warrants to the Bank that: (i) prior to submitting any document which designates Authorized Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such users. The Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service ("Account Documentation"), are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail.

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

7. Mobile Application. The Service is available via a Bank mobile application (any such application, including released modifications, updates, upgrades, successor and substitute software programs as may have been provided by the Bank to the Customer, a "Mobile Application").

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

8. Host-to-Host/File Transfer Services. The Service is available via host-to-host/file transfer Services. The Customer and the Bank will use the following procedures for digital-signature public key management using a certificate ("Certificate").

- 8.1.** The Bank shall have the right to rely on any request relating to and in connection with the host-to-host/file transfer channels that the Bank believes in good faith to have been sent by a security administrator, notwithstanding that such security administrator may be a third party agent acting on behalf of the Customer.
- 8.2.** All requests to add, update or delete security keys will be coordinated through the Customer's Customer Service Officer (or other designated Bank representative as the Bank may direct).
- 8.3.** Customer shall provide a request and supplementary material (such as a text file or other physical representation of the public security keys of the relevant Certificate) in accordance with the Bank's administrative control procedures of the action to be taken, a request for a suggested date and time the action is to be taken, and an attached file containing the Certificate. The Bank shall effect such change requests within a reasonable period of time; however, such requests must be received at least two U.S. banking days prior to the security key implementation date.



8.4. Upon receipt of Customer's request, the Bank will validate the request. Upon successful confirmation, the Bank will reply confirming receipt of the security key file and the scheduled date and time for the action to take place. Requests for security key additions, updates or deletions will be actioned during the course of normal business hours, Monday through Friday, 8:30 AM – 5:30 PM Eastern Time (United States). The Bank shall not take any action until a request has been received from the Customer which the Bank acting in good faith believes to be an authorized request, in the form the Bank advises the Customer.

8.5. The Customer agrees to abide by Bank's administrative control procedures for security Certificates, including the following:

- (i) Certificates must have a validity period of one to two years.
- (ii) No Certificate shall be accepted unless it adheres to the following cryptographic specification:
 - Message digest: SHA-1
 - Asymmetric algorithm: RSA
 - Asymmetric algorithm key length: 2048 bits or more

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

Jurisdiction Specific Provisions Exhibit

A. Australia & New Zealand – See further Paragraphs M and Q herein.

The Bank's liability to Customer for loss or damage of any kind in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Customer and/or its subject matter, is reduced to the extent that Customer caused and/or contributed to the loss or damage.

Fees:

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

Consumer Warranties.

(i) Australia

The following provision applies if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of this Agreement is the law in force in an Australian jurisdiction:

The Warranty and Limitation of Liability provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights and remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option, in the case of goods to either (a) replacement of the goods; or (b) correction of defects in the goods; and in the case of services to either (a) re-supply of the services; or (b) the cost of re-supply of the services.

(ii) New Zealand

If the Customer is acquiring software in New Zealand, the Customer confirms it is acquiring the software for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993), and that the Consumer Guarantees Act does not apply to the software.

Miscellaneous. The following provision shall apply if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of these Service Terms is the law in force in the New Zealand jurisdiction:

The Limitation of Liability and Warranty provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:



Notwithstanding anything in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, a customer may have the benefit of certain rights and remedies pursuant to the Consumer Guarantees Act 1993 in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option to (a) re-supply of the Service; or (b) the cost of re-supply of the Service.

B. Cambodia – See further Paragraphs M, N and Q herein.

C. Peoples Republic of China – See further Paragraphs M and Q herein.

The Customer undertakes to be bound by the Service Terms, the terms of which have been read and accepted by the Customer. **IN PARTICULAR, THE CUSTOMER HAS READ, UNDERSTOOD, AND AGREED TO SECTION 4 (INSTRUCTIONS; DATA), THE SECOND PARAGRAPH UNDER SECTION C AND SECTION Q OF THE JURISDICTION SPECIFIC PROVISIONS EXHIBIT OF THE SERVICE TERMS.**

The Customer agrees that: (i) the Bank shall be liable only for direct damages which are the result of its failure to exercise ordinary care or its willful misconduct; and to the maximum extent permitted by law, (ii) the Bank shall not be liable for incidental, indirect, special, or consequential damages, regardless of the form of action and even if the Bank has been advised of the possibility of such damages. Nothing in these general terms shall limit any party's liability for fraud.

Notwithstanding any other provision to the contrary, where an overdraft condition may exist, to the extent permitted by law (including the law where the Customer is incorporated), the Bank may debit the Customer Account even though the debit may bring about or increase an overdraft. If any debit to the Customer Account brings about or increases an overdraft, such overdraft shall be immediately due and payable, to the extent permitted by law (including the law where the Customer is incorporated), without further notice or demand.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

Laws, Rules, Regulations and Practices: The Customer agrees to and shall always abide by and comply with all laws, rules and regulations (whether or not having the force of law including without limitation rules from time to time made by the People's Bank of China and all determinations made thereunder) from time to time applying or relating to any or all of the Accounts and/or deposits the Customer may place with or through the Bank. The Bank has the right, without prior notice to the Customer (or upon notice if a prior notice is required by law), to do such acts, deeds and things and adopt such practices as the Bank may in its absolute discretion consider necessary or appropriate to ensure due compliance with or implementation of any or all of such laws, rules and regulations, notwithstanding any contrary provisions of the Account Terms and the Account Application forms. The Customer further agrees to abide by and comply with such practices(s) as the Bank may from time to time in its absolute discretion adopt in connection with such compliance or implementation.

These Service Terms shall be governed by and construed in accordance with the laws of the Peoples Republic of China.

Any dispute arising from or in connection with these Service Terms, including any question regarding its existence, validity, breach or termination, between the parties, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing, for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The language of the arbitration shall be in English. The tribunal shall consist of three arbitrators who must be able to conduct the arbitration in English. The parties hereby agree to the appointment of arbitrators who may not be on CIETAC's Panel of Arbitrators nor on any unofficial panel of arbitrators. The party initiating arbitration shall appoint one arbitrator and the party responding to the notice of arbitration shall appoint the other arbitrator. The third arbitrator (the "Presiding Arbitrator") shall not be a national of the PRC and shall be selected by agreement between the parties or, failing agreement within 20 Business Days after the date of appointment of the second of the two arbitrators appointed by the respective party, by the chairman of CIETAC. Any arbitral award a) shall be made in English and Chinese; b) shall be final and binding on both parties; and c) may be enforced in accordance with the provisions of the award.

D. Hong Kong – See further Paragraphs M and Q herein.

Nothing in these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. Any contractual limitation of liability shall be modified so that such provision shall be applicable to the services provided hereunder to the maximum extent permitted by law.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

E. India – See further Paragraphs M, N and Q herein.

F. Indonesia – See further Paragraphs M, O and Q herein.

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



To the maximum extent permitted by law, the Bank may, at its sole discretion, make recordings and retain such recordings of telephone conversations and data transmissions between the Customer and the Bank.

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

G. Malaysia/Labuan –

- (i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia/Labuan and/or where the Service is provided in Malaysia/Labuan:
 - (a) Paragraphs M and Q shall apply.
 - (b) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad (for Malaysia) and J.P. Morgan Chase Bank, N.A., Labuan Branch (for Labuan).
 - (c) The Bank shall give prior notice to the Customer of any change to these terms.
 - (d) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.
 - (e) The Service Terms shall be governed by and construed in accordance with the laws of Malaysia (without reference to the conflict of laws rules thereof).
- (ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia (other than Labuan), or (2) in Malaysia (other than Labuan), that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than <http://www.jpmorganaccess.com.my>.

H. Philippines – See further Paragraphs M and Q herein.

Subject to giving reasonable notice in writing the Bank, may amend the Account Documentation. The Customer will be deemed to have agreed to any such amendment, if the Customer fails to object thereto within five (5) days from receipt of such notice.

I. Singapore – See further Paragraphs M and Q herein.

Nothing in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. For the avoidance of doubt, to the maximum extent permitted by law, the Customer hereby expressly agrees that nothing done or omitted to be done by the Bank pursuant to this agreement shall amount to a breach of the Bank's obligations under the bank secrecy laws of any jurisdiction.

The provisions in Paragraph M, as applicable to Singapore, shall be without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

J. Republic of China (Taiwan) – See further Paragraphs M, O and Q herein.

The Customer hereby acknowledges that the Account Documentation and other related documents have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.

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

K. Thailand – See further Paragraphs M, N and Q herein.

Nothing in of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for gross negligence of that party or its employees or for fraud.

L. Vietnam - See further Paragraphs M and Q herein.

These Service Terms shall be governed by and construed in accordance with the laws of Vietnam.



Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The Tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties and the parties shall be entitled (but not obliged) to have judgment.

Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder.

- M.** The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Australia, Cambodia, Peoples Republic of China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia (including Labuan), New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Republic of China, Thailand and Vietnam.

The Customer hereby consents to the disclosure of any information relating to the Customer to (i) any bank examiner(s), governmental authority, the Bank's head-office and other branch offices, its affiliates and associates, assignees or prospective assignees, (ii) the Bank's auditors, counsel and other professional advisers and (iii) any other Bank's sub-contractors or agents, in each case whether in India or elsewhere, as the Bank may, in good faith, consider necessary or desirable including, without limitation:

- a) for the collation, synthesis, processing and management of data and the storing of data relating to any Accounts held or transactions undertaken by the Customer;
- b) the reporting of transaction details and other customer related information for global risk management, MIS and regulatory reporting and monitoring;
- c) the monitoring of the Bank's global credit exposure to its clients and others;
- d) for effecting any instruction by the Customer or any transaction for the benefit of the Customer, or effecting any disclosure which may be required of the Bank by any such party;
- e) enhanced operational, technology, finance and other support function efficiencies, or
- f) as may be required by law, regulations or legal process, provided that the Bank shall take such measures as it considers reasonable to preserve the confidentiality of such information or documents. The Bank shall at all times maintain in confidence all confidential information and documents relating to the Customer which are in the Bank's possession subject to the Bank's right to disclose such information and documents or requirements under the applicable law.

- N.** The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Cambodia, India and Thailand.

Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.

The arbitrator shall in all instances be required to apply the substantive law of the State of Florida, United States of America (without reference to the conflict of laws rules thereof) and to enforce and apply the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder. Nothing in this clause shall be deemed to exclude the right of either party to apply for interim injunctive relief from the State or Federal courts of the State of Florida, United States of America, provided that any court proceedings shall be restricted to such purposes only, unless the parties agree otherwise.



- O. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Indonesia and Republic of China (Taiwan).

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non conveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

P. European Union.

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

- (i) The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.
- (ii) The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services which the Bank or other members of the Bank's group offer which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.
- (iii) The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods which relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.

- Q. As part of the Service, the Bank may (at its sole discretion, and subject to the Customer agreeing to any additional terms) make available an Application which allows the Customer to access information, issue Instructions and/or service requests in relation to and/or for the commencement of certain products which may include, without limitation, time deposits, call deposits, cash sweeping services, entrust loans, as applicable. Where the Service is used for the above purpose, the Customer agrees that all actions conducted, and Instructions and service requests issued shall bind the Customer and, where applicable, be subject to review and acceptance by the Bank. The Bank shall be under no duty to verify any Instructions, service requests or actions of the Customer. Where applicable, the Bank may confirm its acceptance of any service requests/Instructions through the applicable Application or through any other means acceptable to the Bank.

M. Foreign Exchange Payment

Foreign Exchange (FX) transactions are payments and receipts where the currency of the transaction is different from the currency of the underlying account. The funds transfer may consist of more than one transaction in order to move funds from an originator's account to a beneficiary's account. The FX Payment Service allows the Customer to purchase or sell foreign currency as principal or agent ("Trader Contracts") and to include related settlement instructions by means of an electronic communication system or a Bank access system (each an "Access System"). As used herein, "Value Date" means the date specified in each Trader Contract for the delivery of the currency to be bought or sold.

1. **Trading Currencies.** Trader Contracts will be limited to the sale or purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The Value Date may not be more than one year after the date on which the Customer enters into the Trader Contract. If the Customer chooses to make payment by checks to be issued with respect to the settlement of Trader Contracts, such checks shall be limited to such currencies as the Bank may announce to the Customer from time to time; and such currencies are subject to change or termination without prior notice.



2. Contracting a Trade:

- (a) **Data Input.** The Customer shall enter into each Trader Contract by following the procedures set forth in the Service Material and by otherwise following the instructions provided through the Access System when using the Service. "Service Material" shall mean any administrative rules, clearing house rules, payment system rules, service terms or service guides, software licenses, Internet "click wrap" terms or disclosures, user guides or implementation forms that may contain operating procedures, security procedures, specifications or other requirements applicable to the Services.
- (b) **Foreign Exchange Rate.** The Bank, in its sole and absolute discretion, will determine the foreign exchange rate and spread (which together shall constitute the "FX Rate") applied by the Bank to transactions executed using the Services. FX Rates are determined by the Bank based on various factors, including but not limited to market information and information concerning the Customer and the proposed Trader Contract. The FX Rate may differ from rates at which comparable transactions are entered into with other customers or the range of FX Rates at which the Bank otherwise enters into foreign exchange transactions on the relevant date.
- (c) **Offer by the Customer.** 1. For interactive services, the Bank and the Customer agree that the information displayed through the Access System relating to the contract rate shall be deemed an invitation by the Bank to the Customer to submit an offer to the Bank to enter into a Trader Contract. If the Customer wishes to make such an offer to the Bank, the Customer will enter the required information prior to the expiration time set for the quoted rate. 2. For straight-through process services, the Customer shall enter into each Trader Contract by following the procedures set forth in the Documentation for that Service. The Bank and the Customer agree that when the Customer electronically transmits the instructions specified in the Documentation to the Bank, and in the manner and format specified in the Documentation, the Customer will be deemed to have made an irrevocable offer to the Bank to enter into a Trader Contract at such rate as is applied to that transaction by the Bank.
- (d) **Confirmation.** The Bank may, but shall not be required to, accept any offer of the Customer solely by transmitting to the Customer through the Access System a confirmation (the "Confirmation"). At the moment the Bank transmits (as evidenced by its records) the Confirmation, the Bank and the Customer will have entered into the Trader Contract. The Confirmation will be sent to the Customer's terminal (which depending on the Service used by Customer could be by return confirmation file), and the Customer may print the Confirmation, provided, however, that the Trader Contract will be valid notwithstanding the failure of the Customer to receive or print a Confirmation. Each Trader Contract will give rise to an obligation for the Customer to buy from the Bank, and for the Bank to sell to the Customer, the currency shown by the Confirmation as being purchased by the Customer, or for the Bank to buy from the Customer, and the Customer to sell to the Bank, the currency shown by the Confirmation as being sold by the Customer, on the terms shown in the Confirmation, for settlement on the Value Date.
- (e) **Buy Back of Currency.** Trader Contracts, once entered into, are final and irrevocable. The Customer acknowledges and agrees that the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under the Service. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased (whether via the Client Access System, telephone with Bank representatives or otherwise). Although the Bank may elect to facilitate buy back of certain major currencies (in the Bank's sole discretion), the Bank makes no commitment to buy back currencies notwithstanding any prior action or course of dealing.

3. Settlement:

- (a) **Processing Settlement Instructions.** The Customer shall provide settlement instructions for each Trader Contract no later than 5:00 p.m. Eastern Time on the Value Date. If the Customer fails to provide settlement instructions by the Value Date as required herein, the Bank reserves the right to reconvert the currency into the original currency and the Customer will bear the risk of any change of currency rates. The Customer will enter settlement instructions pursuant to the procedures set forth in the Service Material and as provided to the Customer through the Access System. As a condition precedent to using this Service, the Customer is required to complete documentation provided by the Bank applicable for each service used for settlement.
- (b) **Funding Currency Transactions.** Whenever purchasing a currency pursuant to a Trader Contract, the Customer shall make the requisite amount of available funds being used to make such purchase available to the Bank by depositing such funds into an account designated by the Bank no later than close of business for the currency being sold on the Value Date. Whenever selling currency, the Customer shall deposit such currency to an account designated by the Bank no later than close of business for the currency being sold on the Value Date. The Bank is authorized to reverse any payment orders transmitted by the Bank with respect to any Trader Contract if the Customer fails to deliver full and final payment to the Bank by the Value Date. Notwithstanding anything to the contrary in this Agreement, the Bank's obligation to process settlement instructions for purchases of currency in advance of the Bank's receipt of full and final payment from the Customer is subject to the limitation that the aggregate dollar value of Trader Contracts for purchases having the same Value Date shall not be in excess of an amount established by the Bank for the Customer from time to time; such amount shall be subject to revision or cancellation by the Bank at any time without prior notice, although the Bank will endeavor to notify the Customer prior to any revision or cancellation.
- (c) **Cash Basis Customer.** Customers who are established by the Bank as "Cash Basis" Customers may only execute spot transactions for the purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The spot transaction will have a Value Date one or two business days from the "Transaction Date" (the date the Trader Contract is entered into) for most currencies, as established by the Bank. Cash Basis Customers will be debited on the Transaction Date instead of the Value Date. If the Customer's account does not have sufficient funds available to cover the Trader Contract on the



Transaction Date, the Bank, on the following business day, will cancel the Trader Contract and any associated payment order. The Bank shall have no liability to the Customer in the event the Bank cancels a Trader Contract due to the Customer not having sufficient funds available to cover the Trader Contract on the Transaction Date.

- (d) **Payment in Specified Currency.** The receipt or recovery by either party of any amount in respect of an obligation of the other in a currency other than that specified for payment hereunder, whether pursuant to a judgment of any court or pursuant to a separate closeout agreement or otherwise, shall discharge such obligation only to the extent that on the business day immediately following such receipt, the recipient shall be able, in accordance with normal banking procedures, to purchase the relevant currency specified for payment in the amount specified with the other currency so received. If the amount of the relevant currency specified for payment hereunder or under a Trader Contract so purchasable shall be less than the amount specified hereunder of such obligation, the obligor shall, as a separate obligation and notwithstanding any judgment of any court, indemnify the recipient against any loss sustained by it. The obligor shall in any event indemnify the recipient against any costs incurred by it in making any such purchase of the relevant currency specified for payment.
- (e) **Settlement by Draft.** For all Trader Contracts that the Customer elects to settle by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) days from the date of issuance, the Bank shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds into the original currency at the then-current rate and recredit the Customer's Account. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed monies account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third-party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.

4. General Provisions:

- (a) **Representations and Warranties.** The following representations and warranties shall be deemed to be made and repeated by the Customer upon entry into any Trader Contract. The Customer represents and warrants that: i) each Trader contract or other Bank currency contract is entered into by the Customer for the purpose of hedging its exposure to currency fluctuation and not for purposes of speculation; and ii) the Customer has sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each Trader Contract or other Bank currency contract, is acting in light of its own judgment or upon professional advice it obtained independently of the Bank or any agent of the Bank as to those merits and risks including, where relevant, its own judgment of the correct tax and accounting treatment of the Trader Contract or other Bank currency contract and it is not relying upon the view or advice by the Bank.
- (b) **Master Foreign Exchange Agreements.** If the Customer and the Bank have entered or hereafter enter into any master agreement relating to foreign exchange contracts, Trader Contracts shall be subject to the cancellation and closeout provisions of any such agreement providing for liquidation of foreign exchange contracts upon the occurrence of specified events (including those provisions relating to closeout netting), but shall not be subject to the other provisions of such agreement such as those relating to the creation of foreign exchange contracts and (unless otherwise agreed) payment netting.



ADDENDUM TO CLIENT ACCESS SERVICE TERMS FOR HOST-TO-HOST/FILE TRANSFER SERVICES

V1.5_05_24_13

When offered by the Bank for an Application, the Customer and the Bank will use the following procedures for digital-signature public key management using a certificate ("Certificate").

The Customer will designate at least two individuals authorized on their behalf to request the Bank to add, update or delete security keys. These individuals will be designated as Security Administrators ("SA") on the Security Administrator Designation Form ("SADF") for the relevant service or services. The Bank shall have the right to rely on any request which the Bank believes in good faith to have been sent by a SA pursuant to the above, notwithstanding that such SA may be a third party agent acting on behalf of the Customer.

All requests to add, update or delete security keys will be coordinated through the Customer's Customer Service Officer (or other designated Bank representative as the Bank may direct).

Customer shall provide a request and supplementary material (such as a text file or other physical representation of the public security keys of the relevant Certificate) in accordance with the Bank's administrative control procedures of the action to be taken, a request for a suggested date and time the action is to be taken, and an attached file containing the Certificate. The Bank shall effect such change requests within a reasonable period of time; however such requests must be received at least two U.S. banking days prior to the security key implementation date.

Upon receipt of Customer's request, the Bank will validate the request. Upon successful confirmation, the Bank will reply confirming receipt of the security key file and the scheduled date and time for the action to take place. Requests for security key additions, updates or deletions will be actioned during the course of normal business hours, Monday through Friday, 8:30 AM – 5:30 PM Eastern Time (United States). The Bank shall not take any action until a request has been received from the Customer which the Bank acting in good faith believes to be an authorized request, in the form the Bank advises the Customer.

The Customer agrees to abide by Bank's administrative control procedures for security Certificates, including the following:

- (i) Certificates must have a validity period of one to two years.
- (ii) No Certificate shall be accepted unless it adheres to the following cryptographic specification:
 - Message digest: SHA-1
 - Asymmetric algorithm: RSA
 - Asymmetric algorithm key length: 2048 bits or more

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

Should the Customer have reason to believe that the security of the Certificate has been compromised, the Customer will call the Bank's Technical Support team immediately.



Certificate of Incumbency | JPMorgan Chase Bank, N.A.

V1.3_07_30_12

The undersigned certifies that: I am an authorized official of CITY OF POMPANO BEACH, duly organized and existing under the laws of the State of , ("Organization"); that the information presented below is correct and the persons named below are presently holding the offices set forth opposite their respective signatures below; and each such signature is his or her genuine signature:

Type or Print Name	Signatures (Please sign inside the box)	Phone and Fax
(Name) Suzette Sibble		(Phone) (954) 786-4680
(Title) Finance Director		(Fax) (954) 786-4687
E-Mail Address suzette.sibble@copbfl.com		
(Name) Andrew Jean-Pierre		(Phone) (954) 786-4501
(Title) Controller		(Fax) (954) 786-4687
E-Mail Address andrew.jean-pierre@copbfl.com		
(Name) Linda Dye		(Phone) (954) 786-4503
(Title) Revenue Collections Manager		(Fax) (954) 786-5557
E-Mail Address Linda.dye@copbfl.com		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Organization, if applicable, this

17th Day of March 2019
By:
Signature
MARY L. CHAMBERS
Print Name
CITY CLERK
Title

By:
Signature
ASCELETA HAMMOND
Print Name
DEPUTY CITY CLERK
Title



Certificate Regarding Accounts

V 1.5_09_27_10

Instructions: Complete all relevant spaces with the requested information as applicable to the type of organization. Obtain signature of certifying signer(s) at the conclusion of the Certificate.

HEADING

Customer Name: ("Customer")	CITY OF POMPAÑO BEACH
Tax Identification Number: ("Client Entity")	596000411
Business Name: ("Business")	(Applicable only for Sole Proprietorship or business operating under an assumed name)
Jurisdiction of Organization:	
Type of Organization (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (including Limited Liability Partnership) <input type="checkbox"/> Business Trust (under Delaware or Massachusetts law only) <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Governmental Entity (specify type): <u>municipality</u> <input type="checkbox"/> Other: _____

A. DESIGNATION OF DEPOSITORY. This Certificate Regarding Accounts (this "Certificate") is provided to any bank subsidiary of J.P. Morgan Chase & Co. (collectively, "Bank") with respect to any and all deposit accounts, related products and all Treasury Services products or services, that Customer currently has or may open in the future with Bank (collectively, the "Accounts").

B. CERTIFICATION (as applicable to Type of Organization)

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, Business Trust.** I am an officer, member, manager, director, or general partner (or person authorized to represent the member, manager, director or general partner), as applicable, of Customer. I certify to Bank that the governing body of Customer has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizational documents, have been entered in the regular minute books of Customer, have not been rescinded, or modified, and are now in full force and effect.

2. **Governmental Entity.** I am either the custodian of the official records of Customer (the "Certifying Official"), or the public official authorized by law to establish and administer the financial accounts of Customer (the "Financial Officer"), and authorized to take all actions described in this Certificate.

Bank has been designated a depository for funds of Customer in the manner required by applicable law. I certify to Bank that the governing body of Customer, if any, has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizing statutes, charter, by-laws, ordinances, or other applicable laws and documents, have been entered in the regular minute books of Customer, and are now in full force and effect.

3. **Trust. (Other than a business trust)** I am (we are) all of the duly appointed and acting trustee(s) of the trust. I (we) certify to Bank that Customer's trust agreement and all other governing documents authorize the trustees to take all actions and enter into all agreements described in this Certificate, and that such authorization is in accordance with all requirements of law now in full force and effect.

4. **Joint Venture.** We are all the joint venturers of Customer. We certify to Bank that the joint venturers of Customer have authorized all actions and agreements described in this Certificate, and that such authorization is now in full force and effect.



5. **Sole Proprietor.** I am the Customer, and I individually am the sole owner of the Business. The Business is not a corporation, partnership, limited liability company, or any other form of business entity. This Certificate constitutes a durable power of attorney appointing agents, each acting singly, to take any and all action authorized under this Certificate or any other document described in this Certificate. This power of attorney will survive my incompetence, incapacity, or disability. **"Attorney-in-Fact"** means any of the following listed persons, acting singly unless otherwise provided in this Certificate:
-

C. AUTHORIZATIONS (applicable to all Types of Organizations)

6. Account Opening.

Each Account Manager is authorized to open one or more Accounts from time to time with Bank. **"Account Manager"** means each person holding an officer title with Customer. If Customer is a limited liability company or partnership, **"Account Manager"** means any member, manager, general partner, or trustee (or authorized official of a member, manager, general partner, or trustee) of Customer. **However, if any names or titles are listed in the following line, "Account Manager" means only the following listed persons:**

If Customer is a sole proprietor,

"Account Manager" means only Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by Customer. If Customer is a trust (other than a business trust), **"Account Manager"** means only each individual trustee and each person authorized to act on behalf of any entity trustee of Customer. If Customer is a joint venture, **"Account Manager"** means only each joint venturer and each person authorized to act on behalf of the joint venture. If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, **"Account Manager"** means only the Financial Officer. If Customer is a governmental entity whose financial affairs are directed by a governmental body, **"Account Manager"** means only the Certifying Official. Opening any Account will constitute Customer's agreement to be bound by all of Bank's account terms, conditions, documents, and agreements (as they may be amended from time to time) executed or delivered in connection with the Account.

7. Banking Services.

"Authorized Person" means any Account Manager as designated above in Section C6. An Authorized Person may perform any or all of the functions listed below. Subject to any written agreement (and other forms applicable to the products and services), between Customer and Bank, any one Authorized Person is authorized to: (1) sign checks, drafts, notes, acceptances and other instruments (collectively referred to as **"Items"**); (2) take any action and/or give in instructions in writing, verbally, electronically or otherwise, (**"Instructions"**) as provided in the account terms, United States addendum to account terms or other agreement between Customer and Bank; and (3) identify, implement and contract with Bank for cash management product and services relating to an Account and/or other general banking services for the benefit of Customer, including without limitation electronic funds transfer services, electronic information services, automated clearinghouse services, lockbox services, fraud prevention services, and automated sweep investment services. Use of any such service will constitute Customer's agreement to Bank's standard agreements applicable to the products or services requested.

8. Changes to Authorized Persons.

The Secretary, any Assistant Secretary, or any Account Manager may instruct Bank to add, delete or otherwise make changes to Authorized Persons by a written notice to Bank (**"Change Notice"**). The Change Notice should identify all changes to Authorized Persons, including persons added or deleted, certify the name, title, and signature of each additional Authorized Person, and set forth any limitations to the authority of Authorized Persons.

9. Deposits.

Bank is authorized to accept for deposit, credit, collection, or any other purpose, items or electronic deposits payable to (1) Customer by any trade name or style used by Customer, or (2) any owner, shareholder, partner, member, manager, trustee, or venturer of Customer (**"Owner"**), or (3) more than one Owner, either jointly or in the alternative. All Items may be deposited to any Account with or without endorsement.

10. Continued Effectiveness.

This Certificate will continue in full force and effect until Bank actually receives written notice from Customer revoking or modifying this certificate and Bank has had a reasonable opportunity to act on it. Bank may conclusively presume that this Certificate is in effect and that the persons identified from time to time as Account Managers or Authorized Persons by this Certificate, any signature card, or any Change Notice have been duly elected or appointed and continue to hold such positions. Customer releases Bank from any liability and will indemnify Bank against any loss, liability, or expense arising from Bank's reliance on this Certificate or any other certification or instructions provided by the Secretary, any Assistant Secretary, or any Account Manager.

D. ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)

11. Delegation of Authority for Trusts.

If Customer is a trust (other than a business trust), each of the trustees expressly represents that the delegation of authority provided in this Certificate is for the ministerial act of executing instruments payable by, providing instructions to, or making deposits in Bank with respect to trust assets in an Account, which are authorized by the trust instrument. Bank is entitled to rely on this representation in conducting any business relating to any Account of the trust.



12. Death, Resignation, or Inability of Trustee to Act.

If Customer is a trust (other than a business trust) and any trustee dies, resigns, declines to serve, or is unable to act as trustee, each surviving trustee or successor trustee is obligated to notify Bank and to provide Bank with a new Certificate authorizing Bank to act on the order or instruction of any newly appointed trustee.

13. Authority of Governmental Entity.

If Customer is a governmental entity and Bank at any time determines that Customer is not authorized, or may not be authorized, under applicable law or its organizational documents to open any Account or to engage in any transaction or purchase any services relating to the Accounts, Bank may demand conclusive evidence of Customer's authority. Notwithstanding any agreement to the contrary, if Customer fails to provide conclusive evidence of its authority upon demand, Bank may immediately and without prior notice terminate any Account or service provided to Customer, and Bank will not be liable to Customer for any damages in connection with that termination.

E. CERTIFYING SIGNATURES

1. Applicable to all Types of Organizations EXCEPT Governmental Entity

X	X
_____ Certifying Signature	_____ Certifying Signature
_____ Print Name:	_____ Print Name:
_____ Capacity/Title	_____ Capacity/Title
_____ E-Mail Address	_____ E-Mail Address
_____ Phone Number	_____ Phone Number
Executed this _____ day of _____, _____	



2. Applicable ONLY to Governmental Entity

a) Certifying signer is: ☒ Financial Officer ☐ Certifying Official

X

Official's Signature

Suzette SiBBLE

Printed Name

Finance Director

Title

Suzette.Sibble@copbfl.com (954) 786-4680

E-Mail Address

Phone Number

For a Governmental Entity certified by a Financial Officer, the following must also be completed by an official other than the Financial Officer:

I certify that the Financial Officer named above holds the office indicated in the foregoing Certificate, and is authorized by law to establish and administer the Accounts of Customer and to take all actions and enter into all agreements described in the foregoing Certificate. I further certify that the signature set forth above is the Financial Officer's signature.

X

Official's Signature

Mary L. Chambers

Printed Name

City Clerk

Title

mary.chambers@copbfl.com

954-786-4611

E-Mail Address

Phone Number

Executed this 17th day of April, 2014

Pages to be executed as it relates to "Attachment A" – Bank's Account Terms
and Service Terms - Certificate Regarding Accounts

Witnesses:

Betty J. Mones

Shelley R. Bartholme

CITY OF POMPANO BEACH

By:

Lamar Fisher
LAMAR FISHER, MAYOR

By:

Dennis W. Beach
DENNIS W. BEACH
CITY MANAGER

Attest:

Mary L. Chambers

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day
of March, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**
as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of
Pompano Beach, Florida, a municipal corporation, on behalf of the municipal
corporation, who are personally known to me.

NOTARY'S SEAL:

Krystal Aaron

NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

"BANK"

JPMORGAN CHASE BANK, N.A.

Witnesses:

Sally Lane
LEIF G. CHASE

Jackie L. Watson
Jackie L. Watson

By: [Signature]
Print RALPH HILDEVERT
Name: RALPH HILDEVERT
Title: AUTHORIZED OFFICER

Business License
No. 14-00062976

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of April, 2014 by Ralph H. Hildevert as Authorized Officer of JPMorgan Chase Bank, N.A., A _____ corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF

Mary M. Lacey
(Name of Acknowledger Typed, Printed or Stamped)

EE 190509
Commission Number



CRA Instruction Sheet

HEADING

1. **Jurisdiction of Organization** – This is the state, territory, or country where the entity was organized.
2. **Tax Identification Number** – Used by Internal Revenue Service (IRS) in the administration of tax laws.
3. **Business Trust** – A "business trust" as used in this Certificate (CRA) is a legal trust set up for the purpose of business in Delaware and Massachusetts. The purpose of a business trust is to operate a profit venture for the beneficiaries of the trust.
4. **Governmental Entity (specify type)** – Examples of governmental entities include municipality, county, state, government agency, school board, etc.

A. DESIGNATION OF DEPOSITORY

This is a statement regarding the purpose of this Certificate (CRA).

B. CERTIFICATION – By Entity Type

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, or Business Trust** – The appropriate officer must certify that the governing body of the Customer has adopted resolutions authorizing the actions and agreements described in this Certificate (CRA). **After reading this paragraph, proceed to Section C.**
2. **Governmental Entity** – There are 2 types of officials who may make the certifications in this Certificate (CRA) for a governmental entity, either a Certifying Official, or a Financial Officer.
 - **Certifying Official** – This is a person who has been elected/appointed/charged with the responsibility for the official records of the governmental entity that they represent, and holds an office comparable to a corporate secretary, e.g., for example, the Town or County Clerk, the Secretary of the School Board
 - **Financial Officer** - This is used for persons holding a specific governmental office which has been authorized by law to establish and administer Accounts for the governmental entity they represent, e.g., State Treasurer.

After reading this paragraph, proceed to Section C.

3. **Trust** – (Other than a business trust) - The trustee or trustees must certify that all actions and agreements described in this Certificate (CRA) are in accordance with all requirements of law and of the Customer's trust agreement and all other governing documents. **After reading this paragraph, proceed to Section C.**
4. **Joint Venture** – Each joint venturer must certify that all actions and agreements described in this Certificate (CRA) are authorized. **After reading this paragraph, proceed to Section C.**
5. **Sole Proprietor** – This section indicates who may take the actions described in this Certificate on behalf of the owner of the sole proprietorship. If any person will be authorized to act on the behalf of the sole proprietor, they must be designated in this Certificate (CRA). This person will be known as "Attorney-in-Fact". A sole proprietor is not required to have an "Attorney-In-Fact". **After reading and filling in this paragraph, if applicable, proceed to Section C.**

C. AUTHORIZATIONS (Applicable to all Types of Organizations)

6. **Account Opening** – This section identifies those persons (Account Managers) who will have authority to open Accounts for the entity described in this Certificate (CRA).

Entity Type	If this section is left blank, the following persons are "Account Managers" authorized to open accounts
Corporation, Unincorporated Association	Any person holding an officer title with Customer
LLC, Partnership, LLP	Any member, manager, general partner, or trustee, as applicable, of Customer
Sole Proprietor	The Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by the owner of the business
Trust (Other than a Business Trust)	Each individual trustee or as specified in the trust agreement
Joint Venture	Each joint venturer
Governmental Entity	<ul style="list-style-type: none">• If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, "Account Manager" means only the Financial Officer.• If Customer is a governmental entity whose financial affairs are directed by a governmental body, "Account Manager" means only the Certifying Official



CRA Instructions/Explanations

Account Opening, continued:

If paragraph 6 is filled in with one or more specific position titles/functions, such as "vice president or controller", then only those persons holding that title and/or function will be allowed to open Accounts for Customer.

If paragraph 6 is filled in with names of specific individuals, then only those individuals will be allowed to open Accounts for Customer.

7. **Banking Services** – Describes persons who are authorized to perform banking transactions for Customer and what those transactions may entail. "Authorized Persons"/"Account Managers" are designated in section C6 of this Certificate (CRA).
8. **Changes to Authorized Persons** – Describes how changes, additions, or deletions to those who are named as Authorized Persons may be made.
9. **Deposits** – Describes what Customer is authorizing Bank to do with deposits made into its Accounts.
10. **Continued Effectiveness** – Describes the terms under which this Certificate (CRA) will remain in full force and effect.

D. ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)

11. **Delegation of Authority for Trusts (Other than Business Trust)** – Declaration of the trustees as to the purpose of the delegation of authority described in this Certificate (CRA).
12. **Death, Resignation or Inability of Trustee to Act** – Describes the obligations of the trustees in the event that any trustee is unwilling or unable to perform his or her role.
13. **Authority of Governmental Entity** – Describes what actions Bank may take should Bank determine that Customer is not or may not be authorized to open Accounts or transact banking business.

E. CERTIFYING SIGNATURES (Who can sign the Certificate (CRA))

Entity Type	Certifying Signature must be:
Corporation, Limited Liability Company, Unincorporated Association, Business Trust	The CEO, CFO, COO, President, Vice President, Treasurer Secretary or Assistant Secretary of the organization or other equivalent officer <i>Only 1 signature is required, or as specified in the customer's organizational documents</i>
Partnership, Limited Liability Partnership	Managing Partner or each Partner, if a Managing Partner has not been designated
Trust (Other than Business Trust)	All trustee(s) or as specified in the trust agreement
Joint Venture	Joint Venturer(s) <i>Each Joint Venturer should sign</i>
Governmental Entity represented by a Financial Officer authorized by law as described in these instructions: page 1, section B2.	Financial Officer accompanied by a second official signer who certifies that the person signing holds the office indicated
Governmental Entity represented by a "Certifying Official" as described in these instructions: page 1, section B2.	Certifying Official
Sole Proprietorship	Owner



ADDENDUM TO ACCOUNT TERMS | United States of America

V1.3_06_27_13

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

The INTRODUCTION to the Account Terms is hereby supplemented with the following provision:

The Bank performs Account functions and Service activities in various locations, by various methods including electronic or automated means, and through various interbank and third party collection, payment and data arrangements, including those provided by the U.S. Federal Reserve Bank System, check truncation and image exchange systems, and collection/payment clearinghouses. These functions, services, arrangements and systems are subject to laws, federal regulations, banking system practices and procedures, operating circulars, interbank agreements, and clearinghouse and association rules (collectively, "Rules & Regulations") and the Uniform Commercial Code. Unless prohibited by applicable law, the Customer's and the Bank's respective rights and obligations arising from all such Account activities and Services shall be governed by the Uniform Commercial Code Official Text and Comments (excluding its choice of law rules) (the "UCC") applicable to funds transfers and the bank deposit, collection or payment of negotiable instruments and other items, as varied by the applicable Rules & Regulations, Account Terms and Service Terms.

Section 3 of the Account Terms (Deposits) is hereby supplemented with the following provisions:

- 3.4 The Bank may provide or make available upon request a receipt or similar document for certain deposits to the Customer's Account. However, the amount on such receipt or similar document is based solely on the deposit ticket. Credits for all deposits (whether or not accompanied by a deposit ticket), including bulk deposits, are subject to verification. Items deposited into an Account, handled for collection or exchanged for currency are received by the Bank as the Customer's collection agent, and are for collection only, subject to the Bank's collection of final payment thereon. The Bank reserves the right to make adjustments to the Account for any errors, including any errors appearing on the deposit ticket or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items as part of a deposit. The Customer may not receive provisional credit for such Items, or if provisional credit has been given the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.
- 3.6 The Customer must place its endorsement on the back of an Item only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for any loss related to any encoding error, including any loss due to delay in processing caused by the encoding error.
- 3.8 The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Customer shall be solely responsible for any delays, losses or claims resulting from its use of carrier documents in high-speed forward or return cash letters. If the payor bank, drawer or payee on any Item that was deposited to Customer's Account returns the Item to the Bank, or makes a claim based on an asserted unauthorized signature or endorsement or an asserted alteration, the Bank may accept that return or pay that claim and charge any Customer Account for all or any part of the amount of the Item, even if the claim is made after final payment of the item. If the Customer deposits or cashes an Item drawn on or by the Bank and the Item or any endorsement is asserted to be forged, unauthorized or altered, the Bank may charge back all or any part of the amount of the Item, even if the charge back is made after the final payment of the item, or creates an Account overdraft.
- 3.9 The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means, in which case the Bank has no duty to inspect such Item during the automated deposit and collection process.
- 3.10 The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable Rules & Regulations, the UCC or banking practice.
- 3.11 The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the event the Bank processes any substitute check deposits in the absence of such express agreement, the Customer agrees that such processing shall not be deemed to be the Bank's agreement to accept any substitute checks for deposit and Customer will be solely responsible for any loss or claim in connection with that deposit.



- 3.12 The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a deposit ticket or other receipt acknowledging the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before the Bank verifies the contents of the deposit.
- 3.13 If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty. All other Account and Service Terms governing an Item will apply to an RCC.
- 3.14 The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personally identifiable numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees to use and cause its employees and agents to use the Cards only at ATMs owned by the Bank and Customer shall be responsible for each Card and liable for any transactions and related fees initiated or charged upon using such Card. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank has the right to cancel any Card at any time and for any reason, and will notify Customer of such cancellation. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day. The Customer agrees to obtain possession and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center.
- 3.15 The Bank strictly prohibits the use of any Account or Card to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section Part 233, Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

Section 4 of the Account Terms (Payment of Items) is hereby supplemented with the following provisions:

- 4.5 The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a payee who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the payee a fee if the Bank does cash the Item.
- 4.6 Requirements for two or more signatures on Items drawn on the Account or limits on the amount for which any an Item can be drawn are solely for the Customer's own internal control purposes and the Bank will not be liable for paying any Item (i) lacking the required number of signatures, or (ii) drawn in an amount exceeding the maximum limit assigned to the signer, provided the Bank followed its customary procedures when paying the Items.
- 4.7 The Bank offers the Customer Services reasonably designed to detect and/or deter check fraud and reduces the likelihood that a fraudulent, unauthorized, counterfeit or altered Item will be paid. Customer agrees that if it fails to use such Services, that failure will constitute Customer negligence contributing to the making of an unauthorized signature or payment of an altered Item, and the Customer will assume the risk that Items presented for payment against its Account may be forged or altered. In that event, Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items that such Service was designed to detect or deter, and the Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent the Service would likely have prevented such loss. In the event the Bank receives or is presented with Items which appear to be duplicates of each other, the Bank may return one or more of such Items.
- 4.8 The Customer assumes all responsibility and liability for any claims or losses that the Customer or the Bank may suffer as a result of the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscures endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements; and which thereby causes a delay in the forward and/or return processing of the Item. The Bank retains the right to refuse to accept an Item for deposit if the back of the Item is obscured.
- 4.9 If an Item issued by the Customer is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the UCC, as if such Item were negotiated or otherwise transferred in the U.S..
- 4.10 A stop payment Instruction from the Customer will be effective on an Item if: (i) the Bank receives the stop payment Instruction with a reasonable opportunity to act on such Instruction, which shall be at least one (1) full Business Day following the Business Day of the Bank's confirmed receipt of the Instructions at the applicable Bank location; (ii) the Instruction is in the form required by the Bank and the information is complete; and (iii) the Item is not yet paid or cashed. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions on Items, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank confirms receipt of the Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the



effective time of a stop payment request. The Bank may properly return any item which is the subject of a stop payment request. However, the Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

4.11 Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss arising from any such endorsed or deposited item, or for the loss caused by the alteration or unauthorized signature on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon their respective failure to exercise ordinary care which contributed to the loss. For purposes of this section, "employee" shall include Customer and its independent contractors and Third Parties, and their respective employees, delivery agents, officers, directors, attorneys, fiduciaries, administrators, service providers, and other agents.

4.12 The Bank may process any Item for payment from a Customer Account by electronic means, in which case, the Bank's exercise of ordinary care in payment of that item does not obligate the Bank to inspect the Item during the automated payment process.

Section 5 of the Account Terms (Funds Transfer Instructions) is hereby supplemented with the following provision:

5.7 Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable Rules & Regulations, to which the Customer agrees to be bound. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

Section 7 of the Account Terms (Account Statements) is hereby supplemented with the following provisions:

- 7.2 The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all inspections and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 The Customer shall inspect each Account Statement and all payments and charges reported thereon, promptly upon receipt. The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which that item was reported to have been paid. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) of any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error, and must provide all supporting evidence that the Bank requests. Failure to comply within the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.
- 7.4 If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least six (6) months, the Bank is not required to provide an Account statement until the Account has additional activity. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least twelve (12) months, the Customer may be unable to access the Account until appropriate contact is made between the Customer and the Bank.

Section 15 of the Account Terms (Account Disclosures) is hereby supplemented with the following provisions:

- 15.4 U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.5 The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.6 The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a



NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.

- 15.7 The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceeds the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.
- 15.8 The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.9 Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Account Terms (Governing Law) is hereby supplemented with the following provisions:

- 16.1 **Section 16.1 is replaced with the following provision:** Subject to the UCC as modified by the Rules & Regulations, which shall control, and unless otherwise specifically provided in any Service Terms, the Account Terms, the Account Documentation, Service Terms and the rights and obligations of the Customer and the Bank in respect of each Customer Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of Florida, (without regard to its conflict of laws rules), incorporating general commercial bank practices applicable to the type of Account and Services provided to the Customer. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.
- 16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts. These charges are not refundable.

Section 17 of the Account Terms (Miscellaneous) is hereby supplemented with the following provision:

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

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

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

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



- Electronic direct deposits to an account.

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

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first \$200 from a day's total deposits.

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

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

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

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

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$200 of the aggregate deposit will be available on the first business day after the day of deposit.

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

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

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,000 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

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

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

- Funds from deposits of the first \$5,000 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the Customer. The excess over \$5,000 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,000 may not be made available until the second business day after the day of deposit; and
- Funds from all other check deposits will be made available no later than the fifteen business day after the day of deposit.

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



Account Terms

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INTRODUCTION

This document (the "Account Terms"), contains the general terms, conditions and other disclosures for the accounts and services selected by the Customer and constitutes an agreement between the Bank and the Customer. References to "the Bank", when used in the Account Terms, shall mean JPMorgan Chase Bank, N.A., and any of its affiliates or subsidiaries. References to the "Customer" in the Account Terms mean the governmental, nonprofit, or business entity to which the Bank, as an independent contractor, provides accounts and services. All accounts subject to the Account Terms are, regardless of their location, referred to in this document as "Accounts". The Account Terms may be supplemented or amended by existing or future agreements, terms, conditions and notices, including, but not limited to any terms contained in an account application, country addendum, signature card or similar document for an Account or arrangements regarding specific types of Accounts or services ("Services") offered by the Bank, as described herein or which by their terms ("Service Terms") are subject to the Account Terms. By signing the signature card, account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms and such supplements, amendments, agreements, terms, conditions, notices or Service Terms, as applicable.

The Accounts established with the Bank are subject to the Account Terms and relevant Account documentation, which shall include jurisdiction specific provisions set forth in an account application or country-specific addendum for the jurisdiction in which the Accounts are held (collectively, "Account Documentation"). The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank.

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

1. Authorized Persons.

- 1.1 The Bank is authorized to rely upon any document that indicates the person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on the termination instruction. The Customer will provide specimen signatures of such Authorized Person to the Bank in the manner requested by the Bank.
- 1.2 Each Authorized Person, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including, without limitation, Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including, without limitation, requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may be given singly or otherwise regarding: (i) the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise; (ii) money, credits, items or property at any time held by the Bank for account of the Customer; or (iii) any other transaction of the Customer with the Bank.
- 1.3 If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including, but not limited to, computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.
- 1.4 The Customer represents that, prior to submitting any document or information, including through any electronic transmission, which designates the persons authorized to act on the Customer's behalf, including as a user of the Bank's electronic access systems, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

2. Instructions; Security Procedures.

- 2.1 The Bank and the Customer may from time to time agree upon a security procedure to be followed by the Customer upon the issuance of an Instruction and/or by the Bank upon the receipt of an Instruction, so as to enable the Bank to verify that such Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that such security procedure is designed to verify the authenticity of, and not to detect errors in, Instructions. The Customer agrees to safeguard such security procedure and to make it available only to persons duly authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized. An authenticated SWIFT or host-to-host (secure communications channel for data transfer) message issued to the Bank in the name of the Customer shall be deemed to have been given by an Authorized Person. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing or electronically by the Bank, as may be revised from time to time upon notice to the Customer.



- 2.2 If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as such, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 5.6, the Bank may, at its option, use any means to confirm or clarify any request or Instruction, even if any agreed security procedure appears to have been followed. The Bank is not obligated to confirm any Instructions. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.
- 2.3 This Section 2.3 shall govern arrangements where the Customer authorizes the Bank to allow a third party (a "Third Party") to access and provide Instructions against an Account, including, without limitation, to initiate payments and transfers against an Account. The Customer may request that the Bank provide access to an Account to a Third Party by submitting an access request in a form acceptable to the Bank (an "Access Request").
- (a) The Customer confirms that the Third Party, as set forth in the Access Request, is authorized by the Customer to issue Instructions to the Bank and to access and receive balance and transaction information (including without limitation account statements, information reporting and transaction advices) in relation to an Account via any method of communication, including but not limited to the Bank's electronic channels, facsimile transmission, in writing, by telephone and SWIFT (each a "Delivery Method").
 - (b) Subject to the Third Party's completion of appropriate documentation (as may be required by the Bank), the Third Party may issue Instructions and access the Account as contemplated hereunder. The Bank is authorized to act upon any Instruction that it receives from the Third Party on behalf of the Customer, regardless of the identity of the individual transmitting the Instruction and without any further authority from or reference to the Customer, provided that the Instruction is verified pursuant to the agreed upon security procedures, and notwithstanding that the Instruction may result in an overdraft of an Account. The Customer acknowledges that the Bank is authorized to act upon any Instructions purported to be given by any signatory of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such signatory of the Third Party shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of Accounts and the giving of Instructions with respect to the Accounts. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.
 - (c) Instructions given by the Third Party with respect to an Account pursuant to the terms of this Section 2.3 shall be deemed to be Instructions or communications given on behalf of the Customer for all purposes of these Account Terms.
 - (d) The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation. The notice of revocation shall be sent to the address of the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer from time to time. The Bank shall have a reasonable time to act on any notice received.

3. Deposits.

- 3.1 All Items deposited or cashed are received for collection only, and are received subject to final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and practice of the jurisdiction in which the Items are collected. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer agrees to use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession.
- 3.2 Credits and deposits to an Account will be available in accordance with the Bank's availability policy and in accordance with applicable laws. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.
- 3.3 If an Item is processed by the Bank on a collection basis, the Bank may defer credit or payment for a reasonable time, in accordance with its practices, without dishonor; and the Bank shall not be obligated thereon until it has remitted final payment.

4. Payment of Items.

- 4.1 The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including, without limitation, any item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time that the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.
- 4.2 The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of that individual's obligations.



- 4.3 The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not use its Account to allow any third party to issue checks or otherwise use the Account unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.
- 4.4 The Bank may process any Item by electronic means. All Items the Customer draws against any Account must comply with the Bank's check specifications and image standards, published from time to time, and industry standards. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

- 5.1 The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Communications requesting cancellation or amendment of payment orders must be received at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for all fees associated with any funds transfer Instruction, including debit and credit processing charges, or to otherwise deduct such fees from the amount of the payment order. In processing the funds transfer, other banks may deduct fees from the payment order issued to them. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.
- 5.2 Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances.
- 5.3 In connection with any funds transfer, the Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, the Customer shall be responsible for the consequences of any inconsistency between the name and identifying number, as instructed, of any party in such a funds transfer Instruction.
- 5.4 If the Bank accepts a funds transfer Instruction issued in (i) the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency (the "Account Currency") of the Account or (ii) a Non-Account Currency where the Customer is the beneficiary, the Bank is authorized (unless otherwise agreed in writing and subject to any restrictions under applicable law or regulations) to enter into a foreign exchange transaction with the Customer to convert the relevant amount of Non-Account Currency into an amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion. In the case of an Instruction for payment in a Non Account Currency, the Bank is authorized to debit the Account for the converted amount of Account Currency. The applicable foreign exchange rate may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which the Bank otherwise enters into foreign exchange transactions on the relevant date. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.
- Notwithstanding any prior action or course of dealing, subject to applicable law and regulations, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.
- 5.5 If the Customer elects to settle foreign exchange transactions by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) calendar days from the date of issuance, the Bank, subject to any restrictions under applicable law or regulations, shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds and re-credit the Customer's Account in- the Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.
- 5.6 Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the authenticity of oral or written (including those transmitted by facsimile) funds transfer Instructions may, at the Bank's discretion, be verified by telephonic call-back confirmation with an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions. The Customer further agrees to be bound by such funds transfer Instructions, whether or not authorized, if issued in the name of the Customer using such security procedure.



6. Interest; Fees; Taxes.

6.1 The Bank may pay interest on certain balances in interest-bearing Accounts at a rate determined by the Bank. The Bank may adjust interest paid (or principal, if permitted by law) and/or impose any charges on time deposit Accounts or fixed term Accounts from which withdrawals are made prior to maturity. Early withdrawal charges may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the charge. Where the Bank makes a payment of interest to the Customer, the Bank is authorized to deduct or withhold any sum on account of any tax required, or which in its view is required, to be so deducted or withheld or for which it is in its view liable or accountable by law or practice of any relevant revenue authority of any jurisdiction and in each case in accordance with the Bank's usual and customary business practice and the Bank shall pay the net amount of the interest to the Customer.

6.2

(a) The Bank may impose, charge, pass-through and modify fees and/or charges for Accounts and Services provided by the Bank, including, but not limited to, transaction, maintenance, balance-deficiency, and service fees and other charges, including those levied by any governmental authority and taxes (collectively "Fees"). The Customer will pay all Fees. The Bank may from time to time receive commission, rebate or similar payments from other banks or third parties which may derive from a portion of the Fees ultimately borne by the Customer. The Bank may debit any Account for Fees, whether or not such debit may result in an overdraft of the Account.

(b) All payments (inclusive of, but not limited to, Fees and interest on overdrafts) from the Customer to the Bank shall be in full, without set-off or counterclaim, and free of any deduction or withholdings related to any tax or other claim, unless a deduction or withholding is required by law. If any deduction or withholding is required by law in respect of any payment due to the Bank, the Customer shall:

- (i) ensure that the deduction or withholding is made;
- (ii) pay the full amount deducted or withheld applicable authority in accordance with the applicable law;
- (iii) if the payment is to be made by the Customer, increase the payment in respect of which the deduction or withholding is required so that the net amount received by the Bank after the deduction or withholding shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any deduction or withholding; and
- (iv) deliver to the Bank, within thirty days after it has made the payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted or withheld.

6.3 In addition to any Fees or other amounts due, the Customer will pay or reimburse the Bank for any taxes (including, but not limited to, value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Account or Services (including payments or receipts to an Account) except if imposed on the overall net income of the Bank. The Customer will provide the Bank such documentation, declarations, certifications and information as the Bank may require in connection with taxation and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items which it receives or is made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of improper or unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Internet Account Statements or electronic Account Statements, if applicable, shall be deemed by the Customer and the Bank to be available to the Customer when the Account Statements are posted on the Internet and the Bank sends an electronic mail notification of availability to the Customer, or when the Bank sends the electronic Account Statement to the Customer. For purposes of determining when an Item is sent to the Customer, an image of an Item or information identifying the Item (i.e. Item number, amount and date of payment) is a sufficient substitute for the actual Item.

8. Overdrafts.

8.1 The Bank may debit the Account even though the debit may bring about or increase an overdraft. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at the rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable laws and regulations, interest shall remain applicable to any negative balance in the Account notwithstanding closure of the Account and/or termination of these Account Terms. Whether or not the Bank pays an Item that brings about or increases an overdraft, the Bank may deduct the applicable fees and expenses from the Account without notice. Unless agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft, notwithstanding any prior action or course of dealing.

8.2 When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including, without limitation, the largest transaction first or any other order determined by the Bank, in its sole discretion.



9. Set Off.

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

10. Agents; Information.

The Customer authorizes the Bank to retain agents to perform data processing, collection and other services in connection with the Accounts and Services. The Customer authorizes the Bank and its affiliates to disclose Account Documentation, information with respect to accounts and services provided to the Customer, any banking transaction, or the Customer itself, if such disclosure is: (i) necessary or desirable, in the Bank's opinion, for the Bank to perform its duties or exercise its powers and rights; (ii) to a proposed assignee of the rights of the Bank; (iii) to a branch, affiliate, subsidiary, employee or agent of the Bank or to its auditors, regulators or legal advisers; (iv) to the auditors of the Customer; (v) to branches, subsidiaries and affiliates for compliance with "know your customer" requirements for purposes of providing products and services to the Customer; or (vi) permitted or required by applicable law, regardless of whether the disclosure is made in the country in which the Customer resides, in which the Account is maintained, or in which the transaction is conducted. For the avoidance of doubt, the Bank may disclose, or may instruct its affiliates to disclose, such documentation and information in accordance with the terms set out herein. The Customer agrees that such disclosures by the Bank and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

11. Liability Limitation; Force Majeure.

- 11.1 The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of direct losses or expenses attributable to the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including, but not limited to lost profits), whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors.
- 11.2 Neither the Bank nor the Customer shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligation resulting from an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or any cause beyond its reasonable control.

12. Indemnity.

The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) resulting directly or indirectly from: (i) the Bank's acceptance or execution of any request or direction, including, without limitation, Items and Instructions (a) issued in the name of an Authorized Person, (b) issued in accordance with the agreed upon security procedures or (c) on which the Bank is otherwise permitted to rely; (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms; or (iii) any action taken by the Bank in accordance with or as contemplated by Section 2.3 of these Account Terms.

13. Notices.

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including but not limited to SWIFT communication), through internet sites, or by such other means as the Customer and the Bank agree upon from time to time, at the address of the Customer on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Unless otherwise agreed, either the Bank or the Customer may close an Account or terminate a Service by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate. Notwithstanding the foregoing, either party may terminate an Account or a Service upon written notice to the other party in the event of: (i) a breach of the Account Terms or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or



the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by law or regulation, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies. The Bank shall have a reasonable opportunity to act upon any termination request. The Bank may (but shall not be obliged to) complete all requests and Instructions received by it prior to receipt of the termination request, in addition to any request or Instruction accepted on the day termination is to become effective. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties) and the Bank's obligations in respect of such Account or Services will terminate. However, any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Interest on overdrafts as provided for in Section 8.1 of the Account Terms shall remain applicable to any negative balances on the Account after termination hereof. In the absence of Instructions from the Customer, the Bank may transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank.

15. Account Disclosures.

- 15.1 The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.
- 15.2 The Bank may refuse to allow a withdrawal from any Account in certain cases including, but not limited to, cases where: (i) there is a dispute about the Account (unless a court or other competent authority has ordered the Bank to allow the withdrawal); (ii) a legal garnishment or attachment is served, including, but not limited to, a levy, restraining notice or court order; (iii) the Account is being used as collateral to secure a debt; (iv) Account Documentation has not been presented; or (v) the Customer fails to pay a Bank loan or other debt or obligation to the Bank on time.
- 15.3 Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any law, regulation, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

16. Governing Law.

- 16.1 The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the country in which the branch holding the relevant Account is located.
- 16.2 The Customer and the Bank hereby irrevocably waive all right to, and will not seek, trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms or the relationship established hereby. Any claim in connection with Accounts which are the subject of these Account Terms or any Services, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the cause of action, except as prohibited by applicable law.
- 16.3 In relation to each Account, the courts of the country or state in which the branch of the Bank at which the relevant Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the relevant Account Documentation and/or the relevant Account. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country or state with jurisdiction including, to the extent allowed by law, concurrently in any number of countries or states.

17. Miscellaneous.

- 17.1 If the Account Terms, Account Documentation, including, without limitation, Service Terms, are translated into, or appear in a language other than English, the English language version shall control.
- 17.2 The term Bank shall include any successors of the Bank including, without limitation, an assignee or successors of JPMorgan Chase Bank, N.A. or any affiliate or subsidiary of such bank or any person who, under the laws of the jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Bank, affiliate or subsidiary hereunder or to which under such laws the same have been transferred.
- 17.3 Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms shall supersede the Account Terms' provision for purposes of the particular account or Service which is the subject thereof. The Account Terms supersede and replace any other account conditions previously sent to the Customer.
- 17.4 Section headings are for convenience only and shall not affect the meaning of the Account Terms. If any provision of the Account Terms shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms shall not be affected.



- 17.5 The Customer represents and warrants that it shall comply with all applicable laws and regulations. The Bank is required to act in accordance with Bank policies, the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. The Bank is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom the Bank is prohibited from doing business by any law or regulation applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law or regulation applicable to the Bank including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability.
- 17.6 The Bank may change or update these Account Terms or impose other restrictions on the Accounts or Services, as the Bank deems necessary in the course of its business, at any time, by the sending of notice by means of ordinary mail or through electronic channels. Changes to the Account Terms which are required by law may be implemented immediately or as required by law. The Bank may waive any of these Account Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms or Account Documentation. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of this Agreement.
- 17.7 RESERVED.
- 17.8 The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms or under any Service Terms or ancillary Service material, including, but not limited to, the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including, but not limited to, advising the Bank of the countries from which Users will access any Service via the Internet. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.
- 17.9 The Bank or the Customer, at its sole discretion, may make recordings and retain such recordings of telephone conversations between the Customer and the Bank.
- 17.10 All payment Instructions, whether Items, payment orders or otherwise, are subject to applicable law and payment system rules.
- 17.11 The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including, without limitation, objections arising from the Bank's role or acquiescence in the destruction of the originals.
- 17.12 All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank.
- 17.13 To assist in the fight against the funding of terrorism and money laundering activities, applicable law or regulations may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: When the Customer opens an account, the Bank may ask for the Customer's name, address, date of birth (for individuals), and/or other information and documents that will allow the Bank to identify the Customer. The Customer agrees that the Bank also may request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by law or regulation, shall include any signatory on an Account. If the Customer fails to provide or consent to the provision of any such information, the Bank may close any Account or discontinue providing any Service without further notice.
- 17.14 The Customer agrees that the Bank may deliver, make available and/or make accessible terms and conditions applicable to Accounts and Services to the Customer via electronic means and channels (including but not limited to by posting such terms on a Bank website). The Bank may request that the Customer "click" its approval of such terms. Subject to applicable law and regulations, the Customer agrees that the act of "clicking" its approval (or any similar act which has the same effect) with respect to any such terms will be evidence of Customer's acceptance of the applicable terms and conditions, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms and conditions.

18. Disputes over Account Funds.

The Bank may refuse to pay out any money from an Account until any dispute over the deposits or funds (including, without limitation, any dispute over what persons are authorized to represent or act for the Customer) has been resolved by a court, or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may file an action in interpleader with respect to any money where the Bank has been notified of disputed claims to that money. If any person asserts that a dispute exists, the Bank is not required to determine whether that dispute has merit in order to refuse to pay funds or interplead the funds. The Customer agrees to reimburse the Bank for any expenses, including legal and attorneys' fees that the Bank incurs because of any such dispute.



19. Provisional Recredit.

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



Business Signature Card

V2.1_10_29_13

CHECK ONE:	<input checked="" type="checkbox"/> Signatures for New Account(s)	<input type="checkbox"/> Additional Signatures for listed Account(s)	<input type="checkbox"/> Replace All Signatures on Account(s) listed below	Card ___ of ___
Customer Name:	CITY OF POMPANO BEACH			
Address:	100 W. Atlantic BLVD,	City, State, Zip	POMPANO BEACH, FL, 330633061, USA	
Telephone Number:		Tax ID Number:	596000411	
Account Title:				
Account Number(s):				
Accounts: Please check one:	<input checked="" type="checkbox"/> All Accounts of Customer (Master Signature Card) (See attached list)		<input type="checkbox"/> Selected Accounts Only (complete Account Numbers section above)	

INSTRUCTIONS: Use **BLACK** ink. Place the Manual or Facsimile signature within the box boundaries only. **Do Not** overlap signatures. **Required:** Indicate if the signature is Manual or a Facsimile in the "PRINT NAME" box. For your security, cross out all unused signature boxes before signing the signature card below.

PRINT NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> Manual OR <input checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only LINDA DYE	REVENUE COLLECTIONS MANAGER	
E-MAIL ADDRESS	PHONE NUMBER	
Linda.dye@copbfl.com	(954) 786-4503	
PRINT NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> Manual OR <input checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only Suzette Sibble	FINANCE DIRECTOR	
E-MAIL ADDRESS	PHONE NUMBER	
Suzette.sibble@copbfl.com	(954) 786-4680	
PRINT NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> Manual OR <input checked="" type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only ANDREW JEAN-PIERRE	CONTROLLER	
E-MAIL ADDRESS	PHONE NUMBER	
andrew.jean-pierre@copbfl.com	(954) 786-4501	

The undersigned certifies to JPMorgan Chase Bank, NA (the "Bank") that (1) he/she is fully authorized to sign this Signature Card on behalf of the Customer and certifies that all statements made on this Signature Card are correct and in accordance with the Customer's internal account authorization, organizational and governing documents, (2) each signature presented on this Signature Card is the signature of the named person, who is fully authorized to sign and otherwise act on behalf of the Customer with respect to the Accounts identified in this Signature Card and (3) each Facsimile (including trade or assumed names and marks) provided above has been authorized for use as an Account Signer/ signature. The Customer acknowledges receipt of, and agrees to be bound by, the Bank's Account Terms and Service Terms, as may be amended or supplemented by the Bank from time to time. The Customer acknowledges and agrees that: (1) each person named and Facsimile in this Signature Card is an Account Signer/ signature and is authorized to be used to sign checks, endorse checks payable to the Customer, conduct any transaction whatsoever or obtain any information or obtain any service with respect to the Accounts subject to this Signature Card; (2) the Bank is entitled to rely on the authority of each Account Signer herein until the Bank receives written revocation of such authority; and (3) no notice of revocation will be effective until the Bank has a reasonable opportunity to act on it.

Authorized Signature:	Officer Title: City Clerk	Date: 4/17/14
Authorized Signature:	Officer Title: Deputy City Clerk	Date: 4/17/14
INTERNAL USE ONLY THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY:		
Print Name: RALPH HILDEVERT	Initials: RH	
Completion Date: 4/25/14		





Customer Name: CITY OF POMPANO BEACH			
Account Title :		Tax ID Number: 596000411	Card __ of __
Account Number(s):		Telephone Number:	Date: 3/3/2014

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	

Commercial Card Agreement | JPMORGAN CHASE BANK, N.A.

V1.1_01_08_14

Client Name	City of Pompano Beach	State of Incorporation Florida
Address Line 1	100 West Atlantic Boulevard	
Address Line 2	Room 480	
City	Pompano Beach	
State	Florida	
Zip Code	33060	
Phone	(954) 786-4680	
Fax	(954) 786-4687	

REBATES
Please identify a Business Account to which rebates associated with your Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.

Business Account at:	(Enter the name of your financial institution)
ABA:	(Enter ABA for your financial institution)
Business Account Number:	(Enter your business account number)
Business Account Name:	(Enter the name of your business account)

Please enter the Financial Institution and Business Account Name exactly as it appears on your account.

*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com. A form will be provided to you upon receipt of your request to modify the business account information. You will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.

SIGNATURE
This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Agreement. I have read and agree to the terms of the Commercial Card Agreement.

Signature of Authorized Officer	<i>S. Sibble</i>	Date	4/17/14
Name	Subette Sibble		
Title	Finance Director		

CLIENT ATTESTATION
The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Agreement.*

Signature	<i>Mary L. Chambers</i>	Date	4/17/14
Name	Mary L. Chambers		
Title	City Clerk		

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of you.

ADDRESS FOR NOTICES

Client	See above
Bank	JPMorgan Chase Bank, N.A. 10 South Dearborn, Floor 34 IL1-0032 Chicago, IL, 60603-2300 Attn: Contracts Manager – classic.contracts.group@restricted.chase.com

For Internal Purposes Only

Company ID	(org number)
Line Number	

This Commercial Card Agreement is the agreement (the "Agreement") between us and you covering your JPMorgan Chase Bank, N.A. Commercial Card program and the Cards and Accounts issued to you and your employees. This Agreement is effective as of the date of the first signature above. By signing this Agreement you agree to be bound by the terms and conditions referenced herein.

1. Definitions.

The words "you" or "your" means the Client. The words "Client Affiliate" means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. The words "Bank", "we", "our", and "us", means JPMorgan Chase Bank, N.A. The word "Association" means MasterCard International, Inc.. The word "Account" means each account issued pursuant to the Commercial Card Agreement and includes any Card bearing an account number and accounts with no associated Card. The word "Card" means an Association account number assigned to employees or agents of Client or such Client Affiliates and the related account and any card bearing such account number. The word "Program" means the commercial card system composed of Cards, Card-use controls and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

2. Conditions Precedent.

Prior to the commencement of the Program rendered by us pursuant to this Agreement, you will provide the information listed on the Application included with this Agreement and will certify to the accuracy of such information.

3. Our Obligations.

- A. In connection with your participation in the Program, we will (i) issue Cards to employees or agents of Client or such Client Affiliates ("Cardholders") designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (ii) implement the credit limits (the "Credit Limits") specified by an Authorized Person from time to time and accepted by us; and (iii) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, we shall not be obligated to extend credit to you in violation of any limitation or prohibition imposed by applicable law or our policies and procedures.
- B. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders or to process any transactions in violation of any limitation or prohibition imposed by applicable law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- C. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Account or the Program; (ii) refuse to authorize transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Account; (v) decline to open any Account; or (vi) require merchant category code (MCC) authorization restrictions in connection with a Program.

4. Your Obligations. In connection with your participation in the Program:

- A. You will (i) specify Credit Limits for the Cardholders, (ii) notify us of any changes of Cardholders or in the Credit Limits applicable to Cardholders in a manner acceptable to us, (iii) notify each Cardholder that the Cards are to be used only for business purposes, (iv) clearly disclose to each Cardholder that we provide transaction and account information to third parties, and (v) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program.
- B. You represent that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which you have obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. You further represent that you will retain the applications (paper or electronic) for any Card, when such application is not provided to us, for a period of two (2) years after the application has been received and acted upon.
- C. Client represents and warrants that, it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time, if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank.
- D. The Client shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.

- E. You agree to pay all of your obligations in connection with each Card issued in U.S. dollars. You shall make payment monthly for all transactions posted to a Client account as reflected on a periodic invoice during a cycle within fourteen days of the cycle date or if such day is a Saturday, Sunday or a bank holiday, the next business day or the previous business day as specified on the periodic invoice (the "Payment Date"). You authorize us to debit your designated demand deposit account (the "Deposit Account") in the amount of the payment due on the Payment Date. You agree to deposit into, transfer to, or maintain on deposit in the Deposit Account immediately available and collected funds in an amount sufficient to fund those transactions and related fees which may be charged against the Deposit Account. If such Deposit Account does not contain immediately available and collected funds in an amount sufficient to fund such payment due, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which we receive such payment in full, at a per annum rate equal to the rate of interest as announced from time to time by us or our parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.
- F. If you are jointly and severally liable with Cardholders you shall pay us, within ten (10) days of written notice, all amounts owing and payable under or in connection with each joint and several liability Card not paid by a Cardholder within 120 days of the due date of the first billing statement on which such unpaid amount first appears.
- G. You will immediately notify us by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
- i) **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, you shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to us of such Fraudulent Transaction. "Fraudulent Transactions" shall mean transactions made on a Card by a person, other than you or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither you or nor the Cardholder receives direct or indirect benefit.
- ii) **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, you shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to us of such Fraudulent Transactions.
- iii) We reserve the right, in our sole and absolute discretion, to hold you liable for Fraudulent Transactions should we determine that subsequent to implementation of your Program and at the time that the Fraudulent Transaction occurred, you failed to operate your Program in accordance with our fraud reduction best guidelines as set forth below:
- (1) You block high risk MCC's identified by us and presented to you;
 - (2) You maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - (3) You comply with all other guidelines as we may reasonably require from time to time.

If you fail to comply with your obligations described in this subsection (iii), and we determine you to be liable for Fraudulent Transactions, we will either: (i) invoice you for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction amount from your rebate.

- H. You will notify us in writing or by phone of any questions, problems or disputes concerning your billing statement within sixty (60) days of the last day of the Billing Cycle during which such transaction is first charged to you. "Billing Cycle" shall mean the monthly period ending on the same day each month, or, in some instances, the following business day. We will use reasonable efforts to assist you in attempting to obtain reimbursement from the Merchant; provided, however, that you understand that if you are using Cards assigned to a department, rather than in a Cardholder's name, or card-less Accounts, no chargebacks will be granted for transactions where a Cardholder's name is not embossed on the Card or where there is no Card associated with such Account. You will use reasonable efforts to assist us in attempting to obtain reimbursement from the Merchant. We shall not be liable for any transaction where notice of the disputed transaction is received from you or a Cardholder more than sixty (60) days after the last day of the Billing Cycle during which such transaction is first charged to you or a Cardholder. You or any Cardholder shall not make a claim against us or refuse to pay any amount because you or the Cardholder may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.
- I. You will not exceed the Credit Limit; provided however, that if you exceed the Credit Limit, you shall pay all amounts exceeding the Credit Limits.
- J. You agree to provide us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request. If applicable, you will notify us within five business days of any change in your bond rating. We shall be entitled to receive, and to rely upon, financial statements provided by you to our affiliates, whether for purposes of this Agreement or for other purposes.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.
6. **Representations and Warranties.** You represent and warrant that this Agreement constitutes a legal, valid and binding obligation, enforceable against you, in accordance with its terms, and that execution and performance of this Agreement (i)

does not breach any agreement with any third party, (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) is within your organizational powers, and (iv) has been authorized by all necessary organizational action.

7. **Fees.** You agree to pay the fees and charges incurred by you as specified by us, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. We may change the fees and charges payable by you at any time provided we notify you at least thirty (30) days prior to the effective date of the change. The schedule of fees reflects the cost for services agreed to for this Program.
8. **Termination.** This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated for any reason, you shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.C, 4.D, 4.E, 4.F, 6, 7, 8, 9, 10, 11.B, 11.C, 11.D, 11.E, 11.F, 11.G, 11.I, and 11.J shall survive the termination of this Agreement. In the event collection is initiated by us, you shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by us.
9. **Limitation of Liability.** We will be liable only for direct damages if we fail to exercise ordinary care. We shall be deemed to have exercised ordinary care if our action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. We shall not be liable for any special, indirect or consequential damages, even if we have been advised of the possibility of these damages. Where permitted by applicable law, You will indemnify us for all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from any claim of a third party relating to any action taken or not taken by us pursuant to this Agreement, unless the action or non-action constitutes the lack of ordinary care or willful misconduct by us; or the breach of any representation or warranty made by you to us in this Agreement.
10. **Confidentiality.** Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received, (B) is or becomes lawfully obtainable from other sources, (C) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (D) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party, or (E) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (D), when practicable, shall be given sufficiently in advance of the disclosure to permit the Bank to take legal action to prevent disclosure. In the event of notice under (D) via email, the Bank shall acknowledge receipt within three (3) business days. Bank may exchange (and the Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with affiliates. Bank may also disclose confidential information to service providers in connection with Bank's provision of Program services; provided that the service providers comply with the terms of this **Section 10**. Bank may exchange information concerning the Client or Cardholders with merchants and, in the case of Cardholder information, with the Client.
11. **Miscellaneous.**
 - A. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors and assigns.
 - B. We shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure, event or circumstance is caused by conditions beyond our reasonable control.
 - C. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings between you and us relating to the subject matter thereof.
 - D. Without limiting our rights under applicable law, you authorize us to apply or offset any sums standing to your credit with any office branch, subsidiary or affiliate of us to the payment when due of any amount owing by you under this Agreement.
 - E. The Cards are non-transferable, non-assignable and shall remain the property of JPMorgan Chase Bank, N.A.
 - F. This Agreement may be amended or waived only by notice to you in writing from us.
 - G. **International Transactions** include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the Association will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate the Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. We reserve the right to charge an International transaction Fee, as specified in Exhibit A. The international transaction Fee will be calculated on the U.S. dollar amount provided to us by the Association. The same process and charges may apply if any international transaction is reversed.
 - H. **USA PATRIOT Act Disclosure.** Section 326 of the USA PATRIOT Act mandates that we obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement you agree to

provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify your identity.

- I. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF FLORIDA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES AGREE THAT PROPER VENUE FOR ANY SUIT CONCERNING THIS AGREEMENT SHALL BE AS FOLLOWS: IF SUCH SUIT IS BROUGHT BY BANK AGAINST THE CLIENT, BROWARD COUNTY, FLORIDA, OR THE FEDERAL SOUTHERN DISTRICT OF FLORIDA; IF SUCH SUIT IS BROUGHT BY CLIENT AGAINST BANK, NEW YORK COUNTY, NEW YORK, OR THE FEDERAL SOUTHERN DISTRICT OF NEW YORK. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.
- J. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed Agreements may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.
- K. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

EXHIBIT A

TO COMMERCIAL CARD AGREEMENT CITY OF POMPAÑO BEACH INCENTIVES & FEES

DEFINITIONS

"**Combined Charge Volume**" means U.S. Single Use Charge Volume plus U.S. Purchasing Charge Volume.

"**Contract Year**" means a 12-month period beginning on the effective date of the Agreement or any anniversary of such date.

"**Credit Losses**" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due in respect of Fraudulent Transactions.

"**Gross Rebate**" means rebate amount prior to reduction by Credit Losses.

"**Large Ticket Transaction**" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"**Large Ticket Transaction Volume**" means total U.S. dollar Large Ticket Transactions made on a Bank Card or Account, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"**Settlement Terms**" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"**Single Use Account**" means a Card-less Account used in connection with a single, unique transaction.

"**U.S. Single Use Charge Volume**" means total U.S. dollar charges made on a Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

"**U.S. Purchasing Charge Volume**" means total U.S. dollar charges made on a Card, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

REBATES

Volume Rebate

Bank will pay the Client a Gross Rebate based on the annual Combined Charge Volume achieved according to the following schedule. The Gross Rebate will be calculated as the Rebate Rate times the annual Combined Charge Volume, subject to the rebate adjustments below.

Annual Combined Charge Volume	Rebate Rate @ 30 & 25 (%)	Rebate Rate @ 30 & 14 (%)	Rebate Rate @ 14 & 14 (%)	Rebate Rate @ 7 & 7 (%)
\$500,000	0.92%*	1.00%*	1.06%*	1.13%*
\$1,000,000	1.17%	1.25%	1.31%	1.38%
\$2,000,000	1.44%	1.52%	1.58%	1.65%
\$5,000,000	1.47%	1.55%	1.61%	1.68%
\$10,000,000	1.54%	1.62%	1.68%	1.75%
\$20,000,000+	1.57%	1.65%	1.71%	1.78%

* Minimum Gross Rebate payable shall be \$50, provided, however, if Client does not qualify for a rebate as set forth herein under the General Rebate Terms, the Client will not receive the minimum Gross Rebate payment.

U.S. Single Use Charge Volume Adjustment

No rebate will be paid on annual U.S. Single Use Charge Volume that is less than \$2,000,000. Such U.S. Single Use Charge Volume that is less than \$2,000,000 will, however, be included in the calculation of the Client's annual Combined Charge Volume for purposes of determining the Rebate Rate.

Large Ticket Rebate

Bank will pay the Client an annual rebate of 0.20% on annual Large Ticket Transaction Volume for the U.S. Purchasing Card and U.S. Single Use Account programs.

Interchange Adjustment

In the event of a reduction in interchange rates by the Association, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Gross Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the Gross Rebate earned for any Contract Year, Bank will invoice the Client for the amount in excess of the Gross Rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event shall the Bank pay the Client a rebate for the year in which this Agreement is terminated.

Rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

- Settlement of any centrally billed account(s) must be by automatic debit.
- Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Finance Charge as specified below. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Single Use Account programs.
- The Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- The Client is not in default under the Agreement.

FEES - U.S. – Smartdata System

The following are the fees associated with U.S. Purchasing Card and U.S. Single-Use Account programs:

PROGRAM FEES

Annual card fee	None
Cash advance fee	2.0% (\$3.00 minimum)
Foreign transaction fee	1% surcharge (Association pass-through)
Rush card request	\$0 if effected through Bank. If effected through the Association, Client shall pay any fees charged by the Association.
Return check (payment)	\$15 per return
Document retrieval	Non-dispute related: \$8 per document

PAST-DUE FEES

Late fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.

CARD DESIGN OPTIONS

Basic plastic	\$0.00
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OPTIONAL PROGRAM/TECHNOLOGY SERVICES

smartdata monthly maintenance fee	\$0.00
File transfer using FTP	Setup fee (one time)—\$300
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month

Should Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

The U.S. Purchasing Card and U.S. Single-Use Account programs will be established on the MasterCard platform and the Smartdata solution (SDG2). After further consultation with the Client, Bank may recommend the use of our PaymentNet solution as an alternative to Smartdata.

FEES - U.S. – PaymentNet System

The following are the fees associated with U.S. Purchasing Card and U.S. Single-Use Account programs:

PROGRAM FEES

Returned checks (payment)	\$15 per return
ACH returns	\$15 per return
Currency conversion	1% surcharge (Association pass-through)
Miscellaneous	Pass-through charges for other specialized services (case-by-case)

PAST-DUE FEES

Late fee	Central bill: 1% of unpaid balance at the end of the first cycle
Delinquency/Finance charge	Central bill/Individual bill: 2.5% of the full amount past due charged at the end of the second cycle and each cycle thereafter

TRAINING AND CONSULTING

Training	\$0.00 for first on-site training; additional on-site training(s) @ \$1,550/day
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OPTIONAL PROGRAM & TECHNOLOGY SERVICES

File transfer fee	Waived
Cash advances	2.5% (\$2.50 minimum with no maximum)
Convenience checks	2% of check amount (\$1.50/check minimum with no maximum)
Rush Cards (emergency replacement cards)	\$25 per card if effected through Bank (1-2 days). If processed through the Association, Client shall pay any fees charged by the Association.
Duplicate statements	\$5 per paper statement
PaymentNet platform fee	Waived
EDI setup/transmission fee	Pass-through on all setup and development costs

CARD DESIGN OPTIONS

Client logo plastic (hot stamp)	\$0.00
Customized plastic	\$15,000 (per design)

Should Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

The U.S. Purchasing Card and U.S. Single-Use Account programs will be established on the MasterCard platform and the Smartdata solution (SDG2). After further consultation with the Client, Bank may recommend the use of our PaymentNet solution as an alternative to Smartdata.

SINGLE USE ACCOUNTS ADDENDUM

V 1.2_05_07_10

This Single Use Accounts Addendum (this "Addendum") is entered into as of April 17, 2014 between **City of Pompano Beach**, a Florida Municipality (the "Client"), and **JPMorgan Chase Bank, National Association** or **Chase Bank USA, N.A.**, as may be determined from time to time (the "Bank") a national banking association.

Reference is made to the Commercial Card Agreement dated April 17, 2014 between the Client and the Bank (as amended, supplemented, restated or replaced from time to time, the "Agreement"). Except as may be modified in this Addendum, the provisions of the Agreement are incorporated herein mutatis mutandis. In that connection, references to the "Agreement" in the Agreement shall be deemed to be references to this Addendum. Terms used in this Addendum and not otherwise defined herein shall have the meaning ascribed to such term as provided in the Agreement.

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to Client the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Client in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Client and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Client in authenticating Network users and Payment Instructions initiated by the Client via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Client under this Addendum.

"Payment Instruction" means an instruction initiated by the Client, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Client and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Client's participation in the Single Use Program, the Client may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Client shall receive a periodic statement of the Single Use Account Transactions. The Client shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Client, either delivered to a U.S address or in electronic form.
2. During the term of this Addendum and subject to the Client's performance of its obligations hereunder, the Bank will maintain the Network and allow the Client to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Client acknowledges that the Network exchanges payment-related data between Client and Suppliers to effect commercial card settlement.
3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Client a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Client has no right to provide access to the Network to any third party. The Client may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.
5. The Client's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Client hereunder.
6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Client and its Suppliers. The Client is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.
9. The Client is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Client agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Client believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Client shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.
10. All Payment Instructions submitted in the name of the Client are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Client's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Client or any Supplier in connection with a Payment Instruction. The Client agrees to be bound by any Payment Instruction, whether or not authorized, issued in Client's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK

By: _____

Name: _____

Title: _____

Jennifer A. Schutte

Jennifer A. Schutte

Vice President

CLIENT

By: _____

Name: _____

Title: _____

S. Sibble

Suzette Sibble

Finance Director

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Client, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Addendum.

By: _____

Name: _____

Title: _____

Mary L. Chambers

Mary L. Chambers

City Clerk

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

Pages to be executed as it relates to "Attachment A-1" – Commercial Card
Agreement and Single Use Accounts Addendum, terms and conditions

Witnesses:

Betty J. Monis

Shelly R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day
of March, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**
as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of
Pompano Beach, Florida, a municipal corporation, on behalf of the municipal
corporation, who are personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

"BANK"

JPMORGAN CHASE BANK, N.A.

Witnesses:

Marcos Conclucion

And P...

By:

[Signature]

RALPH HILDEVERT

Print

Name: RALPH HILDEVERT

Title: AUTHORIZED OFFICER

Business
No. 14-00062976

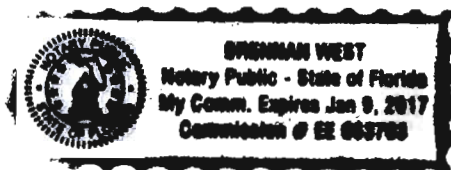
License

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of April, 2014, by Huascar R. Hildevert as Authorized Officer of JPMorgan Chase Bank, NA, A _____ corporation on behalf of the corporation. He/she is personally known to me or who has produced a Florida's Drivers License Ending in 4440 _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF

Brennan West

(Name of Acknowledger Typed, Printed or Stamped)

EE 863763

Commission Number