

POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum ("**Political Subdivision Addendum**") constitutes an addendum to the State Contract 60870-O4 State of Nebraska Service Contract Award dated May 2, 2014, between the State of Nebraska ("**State**") and U.S. Bank National Association ("**U.S. Bank**") (the "**Agreement**"). This Political Subdivision Addendum shall become effective on December 1, 2019, ("**Effective Date**") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. The State has entered into the Agreement for the purpose of Automated Clearing House (ACH) processing services as described in the Agreement for use by Political Subdivisions;
- B. The State is willing to permit Political Subdivisions to participate in the Agreement provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as the State. The State shall not bear liability or responsibility for Political Subdivision under the Agreement or this Political Subdivision Addendum;
- C. Political Subdivision has received a copy of the Agreement from the State, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under the Agreement. Political Subdivision assumes all responsibility and liability for its performance of the terms and conditions of this Political Subdivision Addendum as well as the Agreement as if Political Subdivision was the entity signing the Agreement as the State, but Political Subdivision shall not be liable for the acts and omissions of the State under the Agreement or this Political Subdivision Addendum;
- D. Political Subdivision also desires to receive from U.S. Bank additional noncompetitive or unique, related services not provided for in the Agreement ("Additional Services"), which services and pricing are described in Attachment A to this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all parties agree as follows:

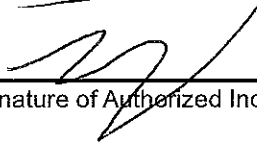
1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.
2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of the State as set forth in the Agreement.
3. U.S. Bank agrees to perform all duties, responsibilities, and obligations required by the Agreement of U.S. Bank as if the Political Subdivision were the State.
4. U.S. Bank and Political Subdivision further agree that U.S. Bank shall provide the Additional Services for Political Subdivision at the price for each such service set forth in Attachment A, subject to the terms and conditions of this Political Subdivision Addendum, the Agreement and the U.S. Bank Master Services Agreement executed by the Political Subdivision and dated January 28, 2014. In case of a conflict between this Political Subdivision Addendum, the Agreement, or the U.S. Bank Master Services Agreement, the order of precedence shall be as follows: (1) Political Subdivision Addendum, (2) the Agreement, (3) U.S. Bank Master Services Agreement.
5. The notice address for Political Subdivision is:

Political Subdivision:
Lancaster County
555 South 10th Street
Lincoln, NE 68508
Attn: Dennis Meyer

6. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

7. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be duly bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their duly authorized representatives, executed this Political Subdivision Addendum.

Date: <u>10/22/2019</u>	Date: <u>10-3-19</u>
<u>Lancaster County</u> Legal Name of Political Subdivision	<u>U.S. Bank National Association</u>
(Signature of Authorized Individual)	 (Signature of Authorized Individual)
<u>Roma Amundson</u> (Printed Name of Authorized Individual)	<u>Greer Almquist</u> (Printed Name of Authorized Individual)
<u>Board of Commissioners Chair</u> (Printed Title of Authorized Individual)	<u>Vice President</u> (Printed Title of Authorized Individual)
Approved as to form:	
(Signature of Attorney for Political Subdivision)	
(Printed Name of Attorney)	

Attachment A

SERVICE DESCRIPTION	UNIT PRICE
Paper Credits	\$0.39
Paper Debits	\$0.09
Deposited Item	\$0.06
Returned Deposited Items	\$4.20
Returned Item Special Instructions - per Analysis Relationship	
First Account	\$3.00
Each Additional Account	\$1.50
Redeposited Returned Item	\$2.10
Returned Item Email Notice	\$0.68
Returned Item Email Images	\$0.60
Returned Item Fax Notification	\$1.65
Returned Item Image Copies	\$0.68
Returned Item Image / Advice Viewed	\$0.38
Statement w/Check Front Images	\$4.50
Statement-Number of Images	
First 100 Images	\$0.00
Each Additional Image	\$0.011
Partial/Positive Pay Maintenance - per Account	\$13.50
Partial/Positive Pay-per Item	\$0.02
SP Checks Returned	\$7.50
SP Positive Pay Image Retrieval	\$0.00
SP Issue/Cancel Input	\$0.08
SP Positive Pay Exceptions	\$1.20
Transmission Input - per Account (Maximum Monthly = \$65)	\$4.50
SP ARP Recon Report - per Item	\$0.01
SP ARP Recon Reports Maintenance - per Account	\$6.00
SP ARP Recon Outstanding - per Item	\$0.008
SP ARP Recon Outstanding Maintenance - per Account	\$4.50
ARP Transmission Output	\$4.50
ARP Transmission - per Item	\$0.01
Payee Positive Pay Maintenance - per Account	\$15.00
Payee Positive Pay - per Item	\$0.01
SP Payee Pos Pay Exceptions	\$1.20
Stale Date Maintenance	\$9.00
SP Monthly DDA Statement PDF	\$1.50
Zero Balance Account Report	\$7.50
SP Extended Retention 6 months - per Account	\$15.00
SP Cash Vault Monthly Maintenance - per Analysis Relationship	\$6.00
SP Stop Payments Monthly Maint - per Analysis Relationship	\$9.00
SP Stop Payments - per Stop	
First 10 Stops per Month	\$4.80
Each Additional Stop	\$3.00
SP ACH Origination Same-Day ACH Monthly Maintenance	\$0.00
SP ACH Origination Receiver Email	\$0.03
SP Account Recon Monthly Maintenance - per Account	\$0.00
SP Positive Pay Monthly Maintenance - per Account	\$0.00

SP Issue Maintenance Monthly Maintenance - per Analysis Relationship	\$6.00
SP Image Access Monthly Maintenance - per Account	\$9.00
SP Investment Reporting Monthly Maintenance - per Analysis Relationship	\$1.50
Wire Advice Fax	\$1.80
SP Checks Paid - per item Stored (Minimum Monthly = \$5 per Account)	\$0.014
Deposited Item Images - per Item Stored	\$0.011
Image Access Images Retrieved	\$0.00
SP Short Term Images Retrieved	\$0.75
ACH Return/NOC Faxed	\$2.10
Cash Deposited - per \$100	\$0.08
Branch Deposit Processing Fee	\$0.68
Night Deposit Processing - per Deposit	\$0.60
Currency Ordered - per Strap	\$0.23
Loose Currency Ordered - per \$100	\$0.06
Coin Rolls Ordered - per Roll	\$0.06
Non Standard Cash Orders	\$2.55
Standard Cash Orders	\$1.95
Individual Coin Roll	\$0.05
Box Coin Ordered	\$1.43
Currency Order - per Strap	\$0.21



**U.S. BANK NATIONAL ASSOCIATION
ASSISTANT SECRETARY'S CERTIFICATE**

I, Linda E. Bidon, an Assistant Secretary of U.S. Bank National Association, hereby certify that the following is a true and exact extract from the Bylaws of U.S. Bank National Association, a national banking association organized under the laws of the United States (the "Association").

**ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.**

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify that William (Greer) G. Almquist, Vice President, is a duly appointed and qualified officer of the Association authorized to act under Article VI of the Bylaws of the Association and that such authority is in full force and effect as of the date hereof and has not been modified, amended or revoked.

IN WITNESS WHEREOF, I have set my hand this 10th day of October, 2017.

(No corporate seal)

Linda E. Bidon, Assistant Secretary

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 1	ORDER DATE 05/02/14
BUSINESS UNIT 12211800	BUYER WALTERS, JASON E
VENDOR NUMBER: 552910	
VENDOR ADDRESS: U S BANK MAIN OFFICE 233 S 13TH STREET LINCOLN NE 68508-2017	

STATE TREASURER

CONTRACT NUMBER
60870 04

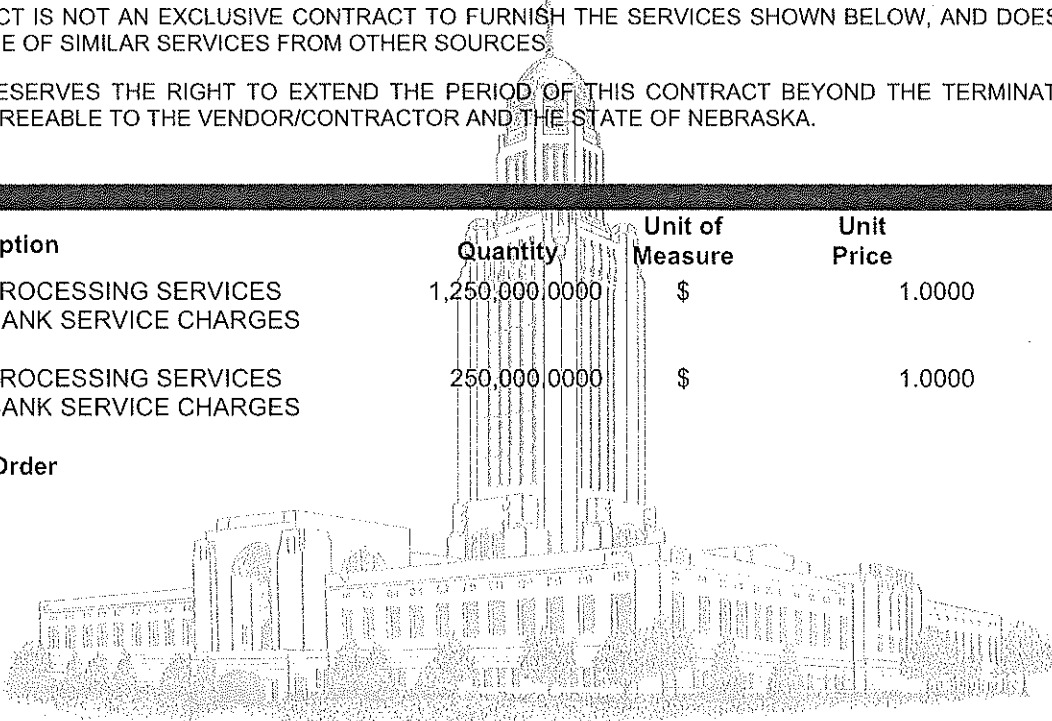
AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 31, 2014 THROUGH AUGUST 31, 2020

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ACH PROCESSING SERVICES EST. BANK SERVICE CHARGES	1,250,000.0000	\$	1.0000	1,250,000.00
4	ACH PROCESSING SERVICES EST. BANK SERVICE CHARGES	250,000.0000	\$	1.0000	250,000.00
Total Order					1,500,000.00




 AGENCY SIGNATURE

STATE OF NEBRASKA
STATE TREASURER



John Murante
State Treasurer
treasurer.nebraska.gov

State Capitol, Suite 2005
Lincoln, NE 68509
402-471-2455

CONTRACT RENEWAL

May 30, 2019

Mr. Greer Almquist
1700 Farnam Street
Omaha, NE 68102

RE: Contract Number 60870 O4, ACH Origination Services and Returned Check Services

Dear Mr. Almquist:

The above named contract for ACH Origination Services and Returned Check Services for the State of Nebraska, expires August 31, 2019. It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. September 1, 2019 through August 31, 2020.

If this is agreeable with U. S. Bank, please sign and return as soon as possible, keeping one (1) copy for your files.

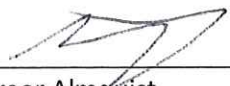
If no response is received within thirty (30) calendar days, the State of Nebraska will assume that U. S. Bank does not intend to renew contract number 60870 O4 and thus may begin the formal solicitation process to obtain ACH Origination Services and Returned Check Services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Walters".

Jason Walters, Buyer
Nebraska State Treasurer, Deputy Treasurer

U. S. Bank is agreeable to the renewal of 60870 O4 for ACH Origination Services and Returned Check Services September 1, 2019 through August 31, 2020.

SIGNATURE: 
Greer Almquist

TITLE: Vice President DATE: 5-30-19

AMENDMENT TO CONTRACT NUMBER 60870 04
(Addition of Bill Payment Kiosk to Existing E-Payment Service)

This Amendment to Contract, dated as of March 24, 2016 ("Amendment"), is made by and between U.S. BANK NATIONAL ASSOCIATION, a national bank organized under the laws of the United States ("Contractor") and the Nebraska State Treasurer's Office ("State").

WHEREAS, Contractor provides certain banking services to State pursuant to Contract Number 60870 04 (the "Contract"), which contract incorporates, among other documents, U.S. Bank's Services Terms and Conditions (the "Terms");

WHEREAS, State desires to utilize initially a minimum of two E-Payment Service Kiosks to its existing E-Payment Service platform provided by Contractor, all in accordance with the terms and conditions contained herein. Additional kiosks may be added as new sites are identified.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree to be bound as follows:

Section 1. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Terms.

Section 2. Amendment.

(a) Contractor agrees to provide one or more E-Payment Service Kiosk as part of its E-Payment Service platform subject to the following terms and conditions:

- i. State may deploy two bill payment kiosks at public locations to accept cash, check, and card payments from its customers. Additional kiosks may be added as new sites are identified. State's kiosk payment data may be consolidated with its payment data from other E-Payment channels. While using the bill payment kiosk:
 - a. State agrees that Contractor and its officers, agents and employees will not be responsible for any and all claims, losses, damages, liability, causes of action and costs, in any way relating to or arising out of the kiosk, including but not limited to bodily injury, property damage, damage to the kiosk, economic damages, fines and/or penalties. State waives any rights of recovery against Contractor arising from any loss, theft, damage or destruction to the kiosk.
 - b. State is solely responsible for ensuring that: (i) the location for the kiosk has adequate and uninterrupted power (ii) the location for the kiosk is secure and protected from weather and high or low temperatures beyond the design tolerances of the machine; and (iii)

kiosk sites are free of old equipment, obstructions, and other material that may hinder proper placement of kiosk or end-user access to the kiosk.

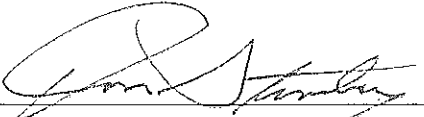
- c. State shall also be solely responsible for any site modifications and construction and for the removal of packaging and waste materials.
- ii. Pricing for the E-Payment Service Kiosk service is set forth in Exhibit A, attached hereto and incorporated herein by reference.
- iii. State agrees to deploy initially a minimum of two kiosks. Additional kiosks may be added as new sites are identified.
- iv. State agrees to utilize the E-Payment Service Kiosk for a period of not less than 36 months.
- v. State shall maintain a minimum volume of 1,000 payments per month across the two kiosks.
- vi. Payments to the State can be accepted through other Contractor kiosks located in Nebraska, when available, at no additional cost to the State.
- vii. Contractor has the option to accept payments on behalf of other customers of Contractor through the two kiosks.

Section 3. Effect of Amendment. The parties agree that after this Amendment becomes effective, the Contract shall remain in full force and effect.

Section 4. Merger and Integration, Superseding Effect. This Amendment, from and after the date hereof, embodies the agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and has merged into it all prior oral and written agreements on the same subjects by and between the parties hereto with the effect that this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set forth above.

STATE OF NEBRASKA

By 
Name: Don Steenberg
Title: State Treasurer

U.S. BANK NATIONAL ASSOCIATION


By 
Name: Grover Almquist
Title: Vice President

EXHIBIT A

Description	Measurement	Price
ONE-TIME FEES		
Kiosk Setup Fee	Per implementation	Waived
API/Database Lookup	Per implementation	Waived
Shipping and Handling	Per kiosk	Waived
MONTHLY FEES		
Kiosk Rental and Maintenance	Per kiosk	Waived
Remittance File		
Website Download	Monthly	Waived
File Transmission/Standard Format	Monthly	Waived
File Transmission/Custom Format	Monthly	\$ 75
TRANSACTION FEES		
Kiosk Payment	Per kiosk payment	\$ 3.00

Pricing Assumptions and Notes

- Setup by Contractor includes application development, flat file integration, and staff training
- Armored car service provided by U.S. Bank
- Credit card fees are additional and will be billed directly by Elavon
- Child Support will upload a customer billing file in a mutually agreeable format and protocol

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 2	ORDER DATE 05/02/14
BUSINESS UNIT 12211800	BUYER WALTERS, JASON E
VENDOR NUMBER: 552910	
VENDOR ADDRESS: U S BANK MAIN OFFICE 233 S 13TH STREET LINCOLN NEBRASKA 68508-2017	

CONTRACT NUMBER
60870 04

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

AUGUST 31, 2014 THROUGH AUGUST 31, 2019

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1686 Z1 RFP#NST021314

Contract to supply and deliver ACH Origination Services and Returned Check Collection Services as per the attached specifications for a period of five (5) years beginning August 31, 2014 to August 31, 2019.

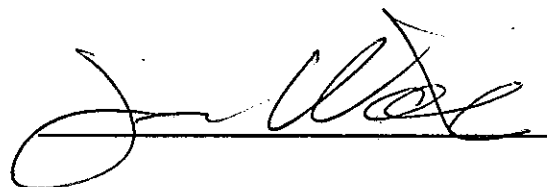
The contract may be renewed for two (2) additional one (1) year period as mutually agreed upon by both parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The contract shall incorporate the following documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal forms; and
6. The Contractor's Proposal.

VENDOR CONTACT: Greer Almquist
PHONE: 402-536-5101
FAX: 402-535-5214

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ACH PROCESSING SERVICES EST. BANK SERVICE CHARGES	1,250,000.0000	\$	1.0000	1,250,000.00
Total Order					1,250,000.00



STATE OF NEBRASKA

Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

COPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initiated by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the best possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §§ 81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

Letter of Intent to Contract

Date: May 2, 2014
To: All Bidders
From: Jason Walters, Buyer
Subject: RFP Number #NST021314

This is to notify all vendors who responded to the above-referenced Request for Proposal that the State of Nebraska intends to award the contract for ACH Origination Services to U. S. Bank.

Thank you for your interest in doing business with the State of Nebraska.



STATE OF NEBRASKA

Don Stenberg, State Treasurer

State Capitol, Suite 2005 | P.O. Box 94788 | Lincoln, NE 68509 | 402-471-2455 | www.treasurer.org

ADDENDUM TWO

Date: March 25, 2014

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST021314
to be opened April 4, 2014 at 2:00 PM Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1. Section IV.D.3.C. page 61 Do all funds settle to the same account regardless of the type of tax being paid?	No.
2. Section IV.D.3.b.iii page 61 Please expand on the process of how returns are handled by the State Treasurer's office on behalf of the NDR.	Treasury Management prints the daily Return Settlement report and identifies which agency the money should be returned to. An entry for the return is made in the accounting system and a copy of the JT is sent to the proper agencies.
3. Section IV.D.3.b.vi page 61 Will the state require customer support for the IVR service after the 5:00 pm cut off time?	Yes, the state will require customer support for the IVR after 5:00 pm.

Questions	Answers
<p>4. Section IV.D.3.v page 64 Please provide the fields and field definitions (text, date with format etc.) for the Daily Remittance Report, Pre-Registration Response File, and Revenue Pre-Registration File currently received from the Payment Scheduling System.</p>	<p>Remittance File The current vendor provides the daily remittance file according to the specifications provided by Revenue.</p> <p>Pre-Registration File The pre-registration file is an ASCII comma-delimited (CSV) variable-length file that is provided daily and includes the following information.</p> <ul style="list-style-type: none"> • User ID (Taxpayer ID) • Password • First Name • Last Name • Company Name • Street Address 1 • Street Address 2 • City • State • Zip Code • Zip 4 • Country • Phone Number • Email Address • Shared Secret Question • Shared Secret Answer <p>The file includes a header and trailer record along with the ability to specify which tax types each user is allowed to pay.</p> <p>Pre-Registration Response File The pre-registration response file is also an ASCII comma-delimited (CSV) variable length file that is provided to Revenue each time a pre-registration file is processed. The file includes a summary by record type of the number of successful records processed along with the number of rejections. Each rejected record is included along with a code indicating the reason for failure.</p>

Questions	Answers
<p>5. Section IV.D.6 page 65 Please expand on the definition of process as it pertains to the 12:00 pm deadline. Does the state mean to say that files must be <u>accepted for processing by 12:000 pm</u>, or files must be <u>settled by 12:00 pm on settlement day</u>, or the state is looking for <u>file acceptance and settlement on the same day</u> for those items able to be settled same day?</p>	<p>The file must be accepted for processing by 12:00 PM.</p>
<p>6. Section V.A.3 page 68 If the bidder is a publicly traded entity will a website link or a copy of bidder's annual report meet the financial stability requirements?</p>	<p>Yes.</p>
<p>7. Please provide Attachment A and all corresponding forms in a Word document.</p>	<p>Terry has added to the State Treasurer website. Will also send to State Purchasing to add .doc.</p>
<p>8. Section II.M page 22 How many references are required for subcontractors?</p>	<p>Three.</p>
<p>9. Section II.N page 22 Is a subcontractor required to submit a Certificate or Letter of Good Standing?</p>	<p>Yes, if you are the recipient of the Intent to Award.</p>
<p>10. Section V.A.3 page 68 Is a subcontractor required to submit financial statements? If so, must they be hard copies or could they be submitted on a CD?</p>	<p>Yes. Hard copies or a CD.</p>
<p>11. Section IV.D.3.c page 62 As it relates to the IVR, who provides the IVR toll-free telephone # today? Is it the State or its provider?</p>	<p>The state's provider is responsible for the IVR toll-free number. The state will work with a new provider to have the number transferred from the old provider.</p>
<p>12. Section IV.D.3.c page 62 As it relates to an operator assisted service, who employs the operator today?</p>	<p>The state's provider employs the operator for operator assisted calls.</p>
<p>13. Section IV.D.3.c.i. page 62 Is an invoice or bill presented electronically today?</p>	<p>An invoice or bill is not presented to the taxpayer since the amount due may not be known.</p>
<p>14. Section IV.D.5. page 64 Do you collect child support payments via ACH today?</p>	<p>Yes.</p>
<p>15. Section IV.D.6.a page 65 Does UI Connect present any type of invoice or bill electronically today for employer payments?</p>	<p>UI Connect is a self-reporting web portal. Based on payroll information entered by the employer, the system calculates a billing for UI taxes. Payment for UI taxes can be made through the portal via ACH debits or credits, or a check can be mailed in by the employer.</p>

Questions	Answers
<p>16. Section III.DD page 40 In regards to Liquidated Damages, the term certain requirements is used repeatedly. Can you please provide further clarification on which requirements of this RFP are subject to actual damages and which are subject to the schedule of fees?</p>	<p>The certain requirements are listed on page 40 - 42 and will be subject to the schedule of fees if the requirements are not resolved within the allotted time.</p>



STATE OF NEBRASKA

Don Stenberg, State Treasurer

State Capitol, Suite 2005 | P.O. Box 94788 | Lincoln, NE 68509 | 402-471-2455 | www.treasurer.org

ADDENDUM ONE

Date: March 5, 2014

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST021314
to be opened April 4, 2014 at 2:00 PM Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1. Is it mandatory that the responding Financial Institution have an active UPIC service at the date of RFP submission?	UPIC services should be active at the time of implementation of the contract.
2. Will the following response be deemed acceptable for the mandatory requirement of providing UPIC services to the State? UPIC is a 2014 product enhancement at the Financial Institution. The service is not active at the date of this RFP response but will be active in 2014 and can be made active by the State's desired service go live date (currently listed as TBD).	Yes.

Questions	Answers																								
<p>3. Can the State please provide more detail in regards to anticipated average collected balances held at the Financial Institution? There is minimal information in each Agency write-up pertaining to average collected balance and the collateral requirement section states up to \$75MM mandatory.</p>	<p>Depending on the structure of the relationship, the mandatory amount of collateral required may vary from \$800,000 to \$75,000,000. Collateral requirements are required for the maximum daily ledger balance, not the average collected balance or average ledger balance.</p> <p>Average Collected Balances for 2013:</p> <table data-bbox="824 535 1209 1102"> <tr><td>January</td><td>\$ 979,005</td></tr> <tr><td>February</td><td>\$1,142,082</td></tr> <tr><td>March</td><td>\$ 960,044</td></tr> <tr><td>April</td><td>\$ 974,097</td></tr> <tr><td>May</td><td>\$ 833,086</td></tr> <tr><td>June</td><td>\$ 917,791</td></tr> <tr><td>July</td><td>\$ 751,623</td></tr> <tr><td>August</td><td>\$1,239,925</td></tr> <tr><td>September</td><td>\$2,122,943</td></tr> <tr><td>October</td><td>\$ 948,418</td></tr> <tr><td>November</td><td>\$1,012,532</td></tr> <tr><td>December</td><td>\$1,212,160</td></tr> </table>	January	\$ 979,005	February	\$1,142,082	March	\$ 960,044	April	\$ 974,097	May	\$ 833,086	June	\$ 917,791	July	\$ 751,623	August	\$1,239,925	September	\$2,122,943	October	\$ 948,418	November	\$1,012,532	December	\$1,212,160
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<p>4. Can the State please provide either historic average monthly balances held or estimated future average monthly balances held?</p>	<p>See answer #3</p>																								
<p>5. Is the Nebraska State Treasurer's Office willing to take a proposal for carved out pieces of the ACH RFP? An example of this would include, bidding on the University of Nebraska ACH Services and not the Nebraska Department of Revenue.</p>	<p>No, this contract will be awarded to a bank for all services listed in the RFP.</p>																								
<p>6. What is the date in which the winning bidder will go live with processing for the State?</p>	<p>The existing contract expires August 30, 2014.</p>																								
<p>7. If the bidder can perform the ACH process requirements of the State and is not 100% ADA compliant, will the State accept bid?</p>	<p>Contractor must comply with Nebraska Technology Access Clause 2-201 found at http://nitc.ne.gov/standards and Neb. Rev. Stat. § 73-205.</p>																								
<p>8. How does the State fund the transactions initiated out of these accounts?</p>	<p>Wires or book transfers are made into the ACH bank account.</p>																								
<p>9. Please provide an account structure diagram describing the relationships between accounts.</p>	<p>See Addendum One attachments, Exhibit 3.</p>																								

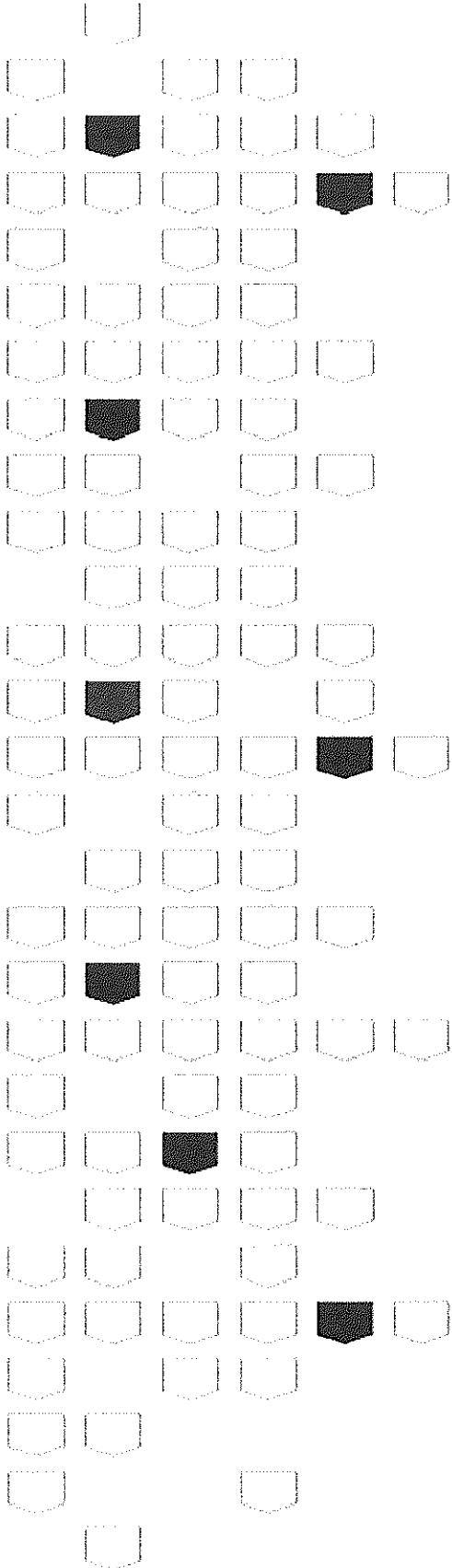
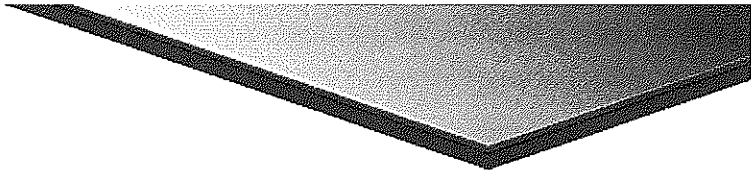
Questions	Answers																								
<p>10. Please provide an average ledger and average collected balance for the relationship of accounts.</p>	<p>Average Ledger Balance for 2013:</p> <table data-bbox="797 310 1230 898"> <tr><td>January</td><td>\$1,088,025.62</td></tr> <tr><td>February</td><td>\$1,185,060.73</td></tr> <tr><td>March</td><td>\$1,015,942.53</td></tr> <tr><td>April</td><td>\$ 993,272.99</td></tr> <tr><td>May</td><td>\$ 821,240.83</td></tr> <tr><td>June</td><td>\$ 952,335.66</td></tr> <tr><td>July</td><td>\$ 956,411.52</td></tr> <tr><td>August</td><td>\$1,058,959.30</td></tr> <tr><td>September</td><td>\$1,909,776.07</td></tr> <tr><td>October</td><td>\$ 930,638.62</td></tr> <tr><td>November</td><td>\$1,006,618.07</td></tr> <tr><td>December</td><td>\$1,213,553.43</td></tr> </table> <p>See answer #3 for average collected balances</p>	January	\$1,088,025.62	February	\$1,185,060.73	March	\$1,015,942.53	April	\$ 993,272.99	May	\$ 821,240.83	June	\$ 952,335.66	July	\$ 956,411.52	August	\$1,058,959.30	September	\$1,909,776.07	October	\$ 930,638.62	November	\$1,006,618.07	December	\$1,213,553.43
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<p>11. Please provide a sample of their current reports for: current and previous day, ACH returns, ACH current and prior day addenda and ACH NOC (Notice of Change).</p>	<p>See Addendum One attachments, Exhibit 4.</p>																								
<p>12. Please provide samples of any custom reports provided by the incumbent financial institution.</p>	<p>No customized reports are received.</p>																								
<p>13. How does the state currently receive authorization for ACH transactions initiated by residents, businesses, etc.?</p>	<p>The question is unclear. Please resubmit with more details.</p>																								
<p>14. Does the state currently utilize wire initiation within the scope of this RFP? If so what method is used and what are annual volumes?</p>	<p>Depending on the contractor the State may need to initiate a daily wire to fund the ACH account. The State would like to use the contractor website to make the transfer.</p>																								
<p>15. What is the current deadline for ACH files to be initiated for next day settlement?</p>	<p>We process files according to the vendor's ACH processing windows.</p>																								
<p>16. The RFP speaks of RCK items but does not list volumes. Please provide RCK volumes?</p>	<p>2013 Calendar Year Total - 196</p> <table data-bbox="797 1633 1328 1917"> <tr><td>January - 7</td><td>July - 27</td></tr> <tr><td>February - 6</td><td>August - 37</td></tr> <tr><td>March - 7</td><td>September - 29</td></tr> <tr><td>April - 16</td><td>October - 8</td></tr> <tr><td>May - 13</td><td>November - 8</td></tr> <tr><td>June - 25</td><td>December - 13</td></tr> </table> <p>**Not all State Agencies participate in this program.</p>	January - 7	July - 27	February - 6	August - 37	March - 7	September - 29	April - 16	October - 8	May - 13	November - 8	June - 25	December - 13												
January - 7	July - 27																								
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April - 16	October - 8																								
May - 13	November - 8																								
June - 25	December - 13																								

Questions	Answers
17. Does the incumbent financial institution provide an auto re-clear on ACH returned items? Provide volumes for re-cleared items.	There is only one program that uses this service and the volume of the re-cleared items is very minimal.
18. Please provide a detailed breakdown of Returns with percentage to total processed and associated return reason codes?	See Addendum One attachments, Exhibit 5.
19. Please provide the API (Application Program Interface) specs associated with the Charitable Gaming Process.	See Addendum One attachments, Exhibit 6.
20. Is the State looking for the bidders to provide the hosting and management of an online payment system with IVR capabilities, or is the State looking for the bidder to strictly perform the processing piece of the items collected by the States site?	Yes. The vendor will provide the hosting and management of an online payment system with IVR capabilities.
21. For the scheduled tax payments, are they only to be processed on the dates listed within this section?	No. The dates listed are the due dates. Taxpayers will schedule payments around these dates, most on the due date, but in some cases well before the due date to avoid the potential for a late payment. The requirement is that the ACH payment scheduling system must have the flexibility to select these due dates as well as any other date the taxpayer wants. The ACH payment scheduling system must not require the user to select preset quarterly dates.
22. Please provide the format for the Daily Remittance Report, Pre-Registration Response File, and Revenue Pre-Registration File currently received from the Payment Scheduling System.	The Daily Remittance Report is a CSV file that is viewed in Excel. For Pre-Registration Response File and Revenue Pre-Registration File is ASCII comma-delimited format
23. Is the States long term debt pertain to bank debt or bonds?	This question is outside the need for this RFP.
24. The State has \$3.3B in other investments; please provide a break-down of these other investments?	This question is outside the need for this RFP.
25. Please confirm if all of the States ACH origination files are in a NACHA format?	Yes.
26. What accounting or ERP system does the State utilize in relation to ACH payments?	The State uses an accounting system modified for them, JD Edwards EnterpriseONE.
27. What is the number of accounts to be opened? Please provide the agency account titles and the identify the originated ACH credit and debits files daily total dollar values?	The State Treasurer's office could open 14 new accounts with this RFP and will provide titles to the winning contractor. See Addendum One attachments, Exhibit 7.
28. Nebraska Lottery - four-digit PIN. What information is confirmed in this process? How many files are involved and what's the timing of these files?	Lottery confirms the totals of the debit and credit amounts. Only one file is involved and is uploaded once a week.

Questions	Answers
29. Nebraska Lottery. Is the State originating ACH transactions using the bank's web based ACH application or sending a direct ACH file from the State's ERP system?	GTech prepares the ACH file then Lottery uses the bank's web based ACH application to upload the file.
30. Nebraska Lottery. Does the State have their own payment gateway, if so what gateway? Or is the State looking for the bank to provide a payment gateway?	Lottery uses the bank's payment gateway and is looking for the bank to provide the gateway.
31. Charitable Gaming. Please provide more clarification as to what Charitable Gaming is and how it works?	Charitable Gaming is a division of the Nebraska Department of Revenue and administers and collects taxes for the bingo, keno, lottery/raffle and pickle card games. The licensees (taxpayers) can file and pay taxes and fees through the EFT process.
32. Charitable Gaming Explain the process of who is generating an invoice and sending an HTML form to the bank? Can you provide more detail on what this is?	After the licenses file the return information and indicate they want to pay the tax due electronically, an invoice of how much tax is due is created by GL Solution and it takes the licensees to the bank's website to process the payment with the licensees entering pertinent banking information and acknowledging the payment.
33. Nebraska Department of Revenue (NDR). Does NDR send ACH debit files daily?	Yes.
34. UPIC. Does NDR want a daily file of incoming ACH payments? Is this a NACHA formatted file?	Yes. Yes.
35. Is NDR looking for a combined file of all INCOMING ACH transactions PLUS all ACH debits ORIGINATED?	Yes.
36. If the State can provide clarification around the "amount of receipted funds credited to those accounts"? Does the State need summary information, detail transactions? Also, what's the State's required format "mutually agreed upon electronic transmission method"?	This would include detail for all ACH credits on the State accounts. The State would prefer HTM, PDF, and CSV formats.
37. University of Nebraska sends a payroll / vendor file each 'pay cycle'. Do you use a Payroll vendor and what is the frequency of payroll; pay weekly, every other week or monthly?	The University of Nebraska uses an "in house" payroll solution, SAP. Their frequency is biweekly and monthly.
38. Child support payments. What is the frequency of child support one day file payments – daily?	One daily file.
39. Unemployment Insurance. Please confirm the Unemployment Insurance department sends in three files every day?	Yes, they send three files daily.
40. Unemployment Insurance. "Tax payments are accepted via UI connect which can push or pull payment from employer accounts", what is UI connect?	UI connect is their online data and payment system.

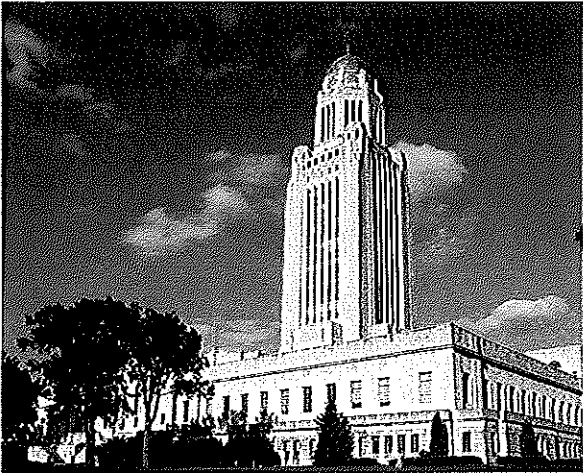
Questions	Answers
41. Treasury Management. Does Treasury send daily files via the bank's secure website with "dual authentication credentials"? Please confirm that these files uploaded to a bank application with dual control?	Yes. Daily files are not uploaded, but entered into templates on the current provider's online solution with dual authorization for origination. Then the current provider creates the file.
42. VISA branded stored value cards. Is that part of the RFP? Or is just the funding of those cards?	Stored Value Cards is not part of the RFP. Part of the ACH file for NCSPC and the State Treasurer's office is for the loading of the Stored Value Cards.
43. Treasury Management iii. Please clarify the format and process for receiving ACH addenda online for BOTH translated and raw data?	HTML, for both translated and raw data.
44. On page 14 of form A.7 they showed 2,221 "ACH Process Run". Is this volume associated with the number of ACH files?	This is the number of ACH batches submitted.
45. Page 14 of form A.7 ACH File confirmation e-mail. WHEN is the e-mail generated and what data is provided?	The email is generated within 30 minutes of the ACH batch being received by the bank. It contains the company name, name of the batch, date and time the batch was submitted, and the debit and credit amount.
46. Page 14 of form A.7- re: Third party monthly maintenance. Is this for payroll files and who is the vendor?	A third party monthly maintenance is charged when the State outsources the file creation and sends the file for the State. Vendors would be Higher One/Cashnet and GTech.
47. Page 14 of form A.7- Business Echeck Block Month Maintenance. Please confirm if this is an ACH Fraud Filter- Block? Or is this just to stop Echecks (i.e. converted checks)?	This blocks converted items such as ARC, POP, RCK, as well as WEB/TEL transactions from posting to the account. Our warrants have an auxiliary on-us field.
48. Page 14 of form A.7- Please provide the definition of the "ACH item adjustment request"?	It allows us to request an amendment to an ACH item, batch, or file that was previously submitted, ex. Reversal or delete.
49. In general the State makes reference to time of day files will be sent in (i.e. unemployment insurance files sent in around 12:00 PM CT, revenue payments initiated up until 5:00 pm CT), please provide a listing of the time ALL ACH files are sent?	Agencies with specific times are listed in the RFP. The current provider will allow the State to initiate files till 5:00 CT for next day settlement.
50. Page 14 of Form A.7. ACH File Transmission Charges. What volume does 762 "outgoing transmissions" represent total files incoming and outgoing? Please identify the number of files generated from a direct origination ACH file and from the bank's web based ACH system?	"Outgoing transmissions" can be any information from the bank to the State that may contain file confirmations, return and notice of change information, item specific reporting, anything the State has requested be returned to them relating to the ACH processing and format of choice. These statistics are not currently tracked.

Questions	Answers
51. Page 14 of form A.7. The total of 439,825 transactions originated through the Web/bank's system what is the maximum volume of transactions being uploaded at one time to the bank's online ACH initiation application?	Daily files are not uploaded. The State Treasurer's office sets up templates. File is created by current provider based on initiated batches.
52. Lottery – What is the file type of the EFT batch file (XML, CSV, EDI, etc.)?	CSV – Text file.
53. Lottery – Please expand on the solution provide by GTech and the role it performs?	GTech is Lottery's contracted vendor and processes the file with the pertinent information (retailer name, ID, bank routing number and account number, and debit or credit amounts, etc.) Lottery then uses this file to upload to the bank for debiting the retailers accounts on a weekly basis.
54. Lottery – Is there a desire to automate the submission and validation processes?	If applicable and feasible, yes.
55. Charitable Gaming – Please identify the payment gateway being used?	It is the bank's payment gateway.
56. Charitable Gaming – Please expand on the GL Solution and the role it performs?	GL Solution is Charitable Gaming's contracted vendor and provides the software services for the entire tax filing and payment process.
57. Charitable Gaming – Please expand on the invoice submission process? Is this a URL redirect to banking site, or is this an API or web service call to a payment gateway?	GL Solution uses the URL to redirect to the banking site.
58. Does the licensee need to leave the NEGAM website to make the payment?	Yes, the application automatically takes the licensee from the NEGAM website to the bank website for payment and after payment is made (submitted), the bank sends the licensee back to the NEGAM website to confirm and the process is completed.



PROPOSAL FOR ACH ORIGINATION SERVICES
PRESENTED TO:

STATE OF NEBRASKA



April 4, 2014

Greer Almquist
Vice President
Government Banking Relationship Manager
Phone: 402.536.5101
Email: greer.almquist@usbank.com

Lisa Lefler
Vice President
Treasury Management
Phone: 402.434.1292
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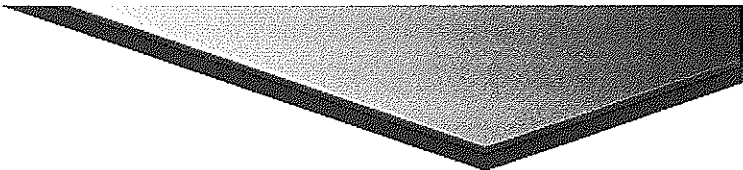
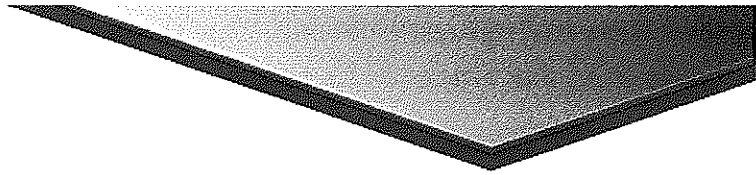


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■ Exhibit E- 2012 Nebraska Community Highlights	
■ Exhibit F- 2012 U.S. Bancorp Foundation Grants for the State of Nebraska.	
■ Exhibit G- 2013 Annual Report	
■ Exhibit H- Key Personnel	
■ Exhibit I- Sample Account Analysis Statement and Invoice	
■ Exhibit J- Data Transmission Questionnaire	
■ Exhibit K- Master Services Agreement	
■ Exhibit L- Terms and Conditions	
■ Exhibit M – Form A Bidder Contact Sheet - Request for Proposal Number #NST021314	
■ Exhibit N – Intent to Comply with State's Terms and Conditions	
■ Exhibit O – Sample Reports	



**Section 1- State of Nebraska
Request for Proposal for Contractual Services Form**

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Nebraska State Treasurer's Office
 State Capitol Building, Suite 2005
 Lincoln, Nebraska 68509

OR
 P.O. Box 94788
 Lincoln, Nebraska 68509-4788
 Phone: 402-471-2793
 Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP#NST021314	February 13, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 4, 2014 2:00 p.m. Central Time	Jason Walters

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP#NST021314 for the purpose of selecting a qualified contractor to provide ACH Origination Services.

Written questions are due no later than February 21, 2014, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and nine (9) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: www.treasurer.org/tm or <http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: U.S. Bank

COMPLETE ADDRESS: 233 S. 13th St. 9th Floor, Lincoln, NE 68508

TELEPHONE NUMBER: 402-536-5101 FAX NUMBER: 402-535-5214

SIGNATURE:  DATE: April 4, 2014

TYPED NAME & TITLE OF SIGNER: Greer Almquist, Vice-President



Section 2- Collateral Requirements

The bidder is responsible to meet State statute requirements for collateralization of State deposits or be excluded. Bidders will at a minimum reference Neb. Rev. Stat. Section 77-2395, 77-2389, 77-2398, and 77-2387. Collateral requirements are applicable to all State agency accounts serviced under this contract. Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The bidder must be willing to provide statutorily required collateral, currently estimated to be up to \$75 million, without exceptions, or be excluded. The State requires a statement of collateral be provided on a calendar month basis and received by the 15th of each month. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released.

In 2013, the Governor signed into law Legislative Bill 155 that amended sections 77-2387 and 77-2398 which will allow letters of credit issued by a Federal Home Loan Bank to be used as collateral beginning September 2013. We will continue to collateralize the deposits of the State Treasurer's Office with a letter of credit issued by our Federal Home Loan Bank.

✓ U.S. Bank will meet State Statute requirements for collateralization of State deposits.

Section 3- Financial Stability

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2301. The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. If it is determined that the bidder is not financially stable, the bidder will be eliminated from further evaluations. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

U.S. Bank is licensed to do business in the State of Nebraska, and is a publicly held corporation. We have provided the 2013 U.S. Bancorp Annual Report as Exhibit G.

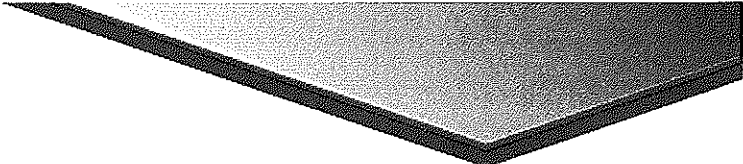
Bank Overview

Headquartered in Minneapolis, U.S. Bancorp is the parent company of U.S. Bank. U.S. Bank is the fifth largest commercial bank in the United States with total assets of \$364 billion at the end of 4th Quarter 2013. Established in 1863, U.S. Bank celebrates the 150th anniversary of our National Bank charter this year. In that century and a half, our company has grown to operate 3,081 banking offices and 4,906 bank-branded ATMs and provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payments services products to consumers, businesses, government entities and institutions.



U.S. Bank was ranked number one as the most trusted retail bank for customer privacy and data security by the Ponemon Institute, a research group dedicated to responsible information management and security in business and government, for the seventh consecutive year. Additionally, U.S. Bank was named *Fortune* Magazine's Most Admired Superregional Bank three years in a row (2011 - 2013). *Global Finance* (October, 2012) again ranked U.S. Bank one of the World's 50 Safest Banks; and *Money* Magazine (October, 2012) named U.S. Bank one of the Best Banks in America. *American Banker* (October, 2013) honored U.S. Bancorp women, Pam Joseph #4 and Leslie Godridge #16, in the magazine's "Most Powerful Women in Banking" annual issue.

U.S. Bank demonstrates a well-diversified business model, prudent risk management and quality services with an ability to produce consistent, predictable, repeatable results. We are always mindful of the responsibility we hold to help our customers achieve their financial goals while simultaneously supporting and strengthening the communities, and this country, that we serve through financial services, economic development initiatives, grants, sponsorships and employee volunteerism to increase the value of our shareholders' investment.



Almost 68,000 people work for U.S. Bank serving over 17.9 million customers. Impressive numbers, yes, but our focus remains on financial performance, not size. U.S. Bank is one of the nation's strongest financially performing banks in the United States, ranked among the top U.S. bank holding companies based on several key measures of profitability and efficiency: 1.62% ROAA, 15.4% ROCE and a 54.9% Efficiency Ratio.

Our rich history shapes our present and positions us for a strong future. Since 1863, our company has expanded through organic growth and through numerous acquisitions, managing through times of prosperity and times of hardship. Through the past 150 years, hundreds of fine banks, whose customers, branches, expertise and assets combined with key ancestor banks, helped to make us a strong, sound company. On February 27, 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp, building a strong and forward-looking foundation on which to continue our growth.

Each of U.S. Bank's principal predecessor organizations—Star Bank (Cincinnati), U.S. Bank (Portland), First Bank (Minneapolis), Firststar Bank (Milwaukee), and Mercantile Bank (St. Louis)—created specialized depository, treasury management, credit, and trust products. The combination of all these organizations into U.S. Bank created a strong financial institution offering the best, most highly valued products and services.

U.S. Bank is one of very few financial institutions operating on a single banking system/depository platform throughout the 25 states within its United States footprint. This significant competitive advantage allows all U.S. Bank customers to perform banking transactions at any U.S. location without delay. Of course, the immediacy of these transactions also means timely information reporting.

More than 8,000 commercial banks operate throughout the United States. Most are owned by shareholders and assessed by analysts and rating agencies. All pursue earnings growth, boast their accomplishments, commit to selling products and hire people to further their efforts. Not one of them is like **US**. What makes **US** different is our performance, our pride, our products and, most importantly, our people. These key components stand above the thousands of banks with which we compete daily. Our distinctive performance, our innovative products and our exceptional people all contribute to the pride we hold in U.S. Bank. Consider the many benefits of a continued financial partnership with **US**, U.S. Bank.





Section 4- Executive Summary

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

U.S. Bank is pleased to present this response to the RFP issued by the State of Nebraska for ACH Origination Services. This Executive Summary will highlight why U.S. Bank continues to be the best bank for the State of Nebraska to partner with for ACH Origination Services. U.S. Bank has worked tirelessly with the State to provide a high level of product technology, outstanding customer service and constant communication with the State to help reach goals of becoming more efficient, not only for the State's day-to-day activities, but to also become more efficient for the citizens of Nebraska. We have enjoyed a long partnership and would welcome the opportunity to continue building this relationship.

Implementation Process

By choosing U.S. Bank to continue to be the ACH provider for the State, there will not be a disruption in current services, costs for one-time setup fees, transition error and the time it would take to build knowledge of the State and how it operates its business. Harder to quantify but potentially as valuable would be the loss of knowledge that your bankers possess in understanding where you've been, how you got there and what your goals are going forward.

U.S. Bank converted the State to our newly developed SinglePoint ACH Origination Module in 2013. With the constant dialogue that we have at the State Treasurer's Office, we listened to your needs and created this new module by combining your ideas and our technology. With this continued partnership, we will continue to develop new products and services that result from the State's needs.

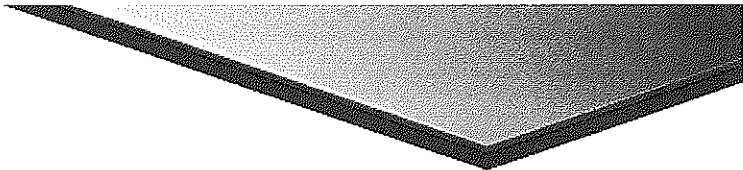
We have described in our **Key Personnel** exhibit the fact that the State would be provided with a dedicated Implementation Coordinator for any new implementation at no charge. Our goal is to make the implementation process as seamless as possible and exceed your expectations.

While other banks may talk about the ways that they can attempt to convert an extremely complicated ACH program seamlessly, the reality is that it is a difficult undertaking for any other bank. With U.S. Bank, there would be no such undertaking because the required services are already in place and working seamlessly with State agencies.

Objectives and Requirements of the ACH Originations Request for Proposal

U.S. Bank fully understands the objectives and requirements as outlined by the State in this RFP. We understand the State's goals for expanding the use of electronic payments, continue to reduce the amount of checks processed and expanding programs to increase the number and dollar amount of receipts paid electronically. Some highlighted items include:

- U.S. Bank understands and has brought ideas and helped support the State's desire and action to migrate many of its operations to more efficient and automated means, including migration of as many payments to ACH as possible.

- 
- U.S. Bank understands that the State Treasurer's Office acts as the primary point of contact for State Agency banking functions and we've enjoyed a strong relationship that has benefited the State as a whole.
 - Both U.S. Bank and the Treasurer's Office are knowledgeable and active in industry groups like NACHA and AFP and participate in educational seminars that complement each other in the development of solutions for the State.
 - U.S. Bank understands the entirety of the contract as it relates to other municipalities in Nebraska. We have provided municipalities information so that they can take advantage of this pricing. We have taken this into account from a pricing perspective.
 - Confirmation of our understanding of Nebraska State Statutes and how they apply to this contract, including cashing of State Warrants and collateral requirements.
 - Agreement of our understanding of how fees should be settled between the various accounts.
 - At the request of the State, U.S. Bank implemented the ACH Received Item Stat report in 2012. This report provides a monthly ACH totals by SEC code for received transactions. If desired by the State of Nebraska, U.S. Bank would be open to initiating a new project to explore expansion of this report to originated items.

U.S. Bank is offering the State Treasurer's Office, Nebraska Unemployment and NCSPC, an earnings credit rate of 30 basis points. It is calculated by the Average Federal Funds Rate flat with a floor of 30 basis points.

Scope of Work

The State has outlined by Agency the specific needs and project requirements. The processes that are described are the current interactions that the State has with U.S. Bank. Thus, we fully understand the current processes and continue to work with the State to provide opportunities for enhancement.

- Understanding of the need to continue to expand UPIC, which U.S. Bank already provides to the State.
- Provide prior day information from SinglePoint in a Comma Separated Value (CSV) export format.
U.S. Bank worked with the State as they established customized report filters which are currently being utilized by the State.
- A thorough description of the current and proposed team of bank personnel, their roles, responsibilities and qualifications.

Additionally, we have taken the opportunity to review the current processes and have identified an area for possible enhancement that includes reviewing the Nebraska Lottery's current process and see if moving away from GTech would be more efficient by going to a direct data transmission delivery for files.

U.S. Bank also has a long standing relationship with the Department of Revenue and their utilization of our E-Payment application. Our response includes:

- Our solution for NDR will deploy an E-Payment solution that offers the best in available technology and security to the State. Our E-Payment service is utilized by several other States and was initially developed for one of our State clients.
- As the current provider, we have an understanding of the current process set in place by NDR. We have also worked with NDR to make the system better for the citizens that use the service, we have supported our product with a high level of customer service, and we are currently working with NDR to add prior year tax payments to their current E-Payment application.



Technical Requirements

In this section, we have detailed our understanding of the business and technical requirements of the State, as well as our ability to deliver them. We have continued and will continue to provide a high level of technology to the State. The long standing relationship we have established as the ACH Origination provider for the State has created a mutual benefit of sharing of ideas that has resulted in the delivery of new ACH products provided to the State. Some highlights of the technical response include:

- Utilization of SinglePoint, the State's current system with U.S. Bank, for information reporting of ACH and other transactions.
- Ways for the State to receive ACH notifications of change and returns, including online via SinglePoint or via transmission.
- Information on U.S. Bank's ability to provide access to ACH reversals and deletes, including our ACH Adjustment service.
- Detail of U.S. Bank's process related to settlement and funding of ACH transactions in accordance with the State's needs.
- Multiple options for fraud prevention on ACH transactions, including filters, blocks and information on our upcoming release of ACH Positive Pay.
- U.S. Bank's understanding of miscellaneous ACH questions and concerns and our ability to provide for all of the State's needs.
- A description of our wire transfer services and our ability to initiate wires via multiple sources (online, voice, U.S. Bank customer service), hours of operation and utilization of SinglePoint® for reporting of wire activity.

Evaluation Criteria

The State has identified several criteria, among others, that will determine which bank shall provide ACH Origination Services to the State. They include:

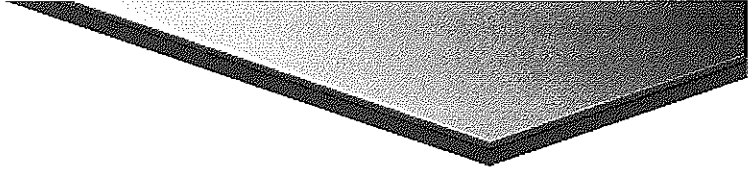
The Ability, Capacity and Skill of the Bidder to Deliver and Implement the System

State Governments are continuously under pressure to provide the best value to their taxpayers and to utilize the best means available to protect their assets. Nebraska is no exception. The means by which States operate and process payments and disbursements on a day to day basis has undergone radical changes in the past several years and will continue to change rapidly as advances in new technology progress and demographics in our State and across the nation change.

Many changes have taken place in the State's ACH program since U.S. Bank began serving as the ACH bank. We have been an integral partner in developing and deploying enhancements to the State's ACH program and as a result, we understand the State's short and long term ACH goals better than any other bank. Furthermore, the State has come to know U.S. Bank as a capable and trustworthy partner in the implementation of these services. We provided information on the service, how to deploy it, what the benefits are and ultimately helped integrate it seamlessly into the State's workflow.

Over the past several years, we have partnered with the State of Nebraska to meet these challenges with product and service solutions. A few key successes include:

- **ACH Origination Module in SinglePoint**—After conversations with the State over the past few years, U.S. Bank developed an ACH Origination Module in SinglePoint that the State Treasurer's Office personnel helped craft with their ideas. The State Treasurer's Office converted to the new SinglePoint ACH Origination Module in August 2013.

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- **Image Cash Letter**—In the fall of 2012, U.S. Bank worked with the State and the State’s selected vendor to implement a more efficient and technologically advanced deposit process.
 - **Additional tax types added to E-Payment Service**—In mid-2012, we began work with the Department of Revenue to add 15 additional tax types to the E-payment service. The Department of Revenue recognized an opportunity to leverage the existing U.S. Bank E-Payment application for tax payments that had previously been collected in a more cumbersome and inefficient manner. After adequate testing had been completed, these additional tax types were formally added into the production environment of the State’s E-Payment Service in February 2013.
 - **E-payment IVR Test System**—In early 2013 we implemented an IVR test system for Nebraska Revenue that the Agency can utilize for the purpose of conducting their own testing.

The Character, Integrity, Reputation, Judgment, Experience and Efficiency of the Bidder

- One of the many benefits of banking with U.S. Bank is having a group of bankers who are skilled in your business. The Government Banking Division at U.S. Bank understands the needs of government entities and works to provide clients like the State of Nebraska the level of expertise required to meet all of your unique needs.
- U.S. Bank’s Government Banking Division is a dedicated and specialized business unit within U.S. Bank. With over 5,500 public sector relationships throughout the country, we have a deep understanding of the public sector and its unique needs. Our national structure enables relationship managers to witness and share best practices, mobilize resources, and bring innovative ideas and solutions to clients, such as the State of Nebraska.
- U.S. Bank is the fifth largest financial holding company in the nation, with assets totaling \$364 billion and serving over 17.9 million customers. U.S. Bank also holds the highest debt ratings within our peer group and has been highlighted as one of the most financial sound banks in the United States. Our annual report, included as part of this proposal, will further define U.S. Bank’s financial strength and capitalization. Additional information is also available at www.usbank.com.
- In terms of ACH processing, U.S. Bank is one of the leading ACH originators in the nation. According to the most recent NACHA rankings:
 - U.S. Bank was the sixth largest originating bank, with over 751 million items in 2013.
 - U.S. Bank was the fifth largest receiving bank, with over 473 million items in 2013.

In 2013, U.S. Bank averaged over 62 million originated and 39 million received ACH items, which is an increase from 2012 total volumes.

As one of the oldest banks in the State, U.S. Bank has a long history of contributing to the growth and welfare of the State. We donate hundreds of thousands of dollars to improvement projects, sponsorships and organizations in communities across Nebraska. During U.S. Bank’s most recent CRA exam, U.S. Bank received an “Outstanding” rating. In **Exhibits C - F**, you can review what U.S. Bank is doing to help out the areas we serve throughout the United States and also what we do to help better Nebraska.

Whether the Bidder Can Perform the Contract within the Specified Time Frame

During our tenure with the State of Nebraska, we have diligently worked to meet and exceed the expectations of the State during each new product and service enhancement. We feel strongly that our relationship and implementation model are a testament to our commitment to our customers. These models will remain a strong part of our relationship with the State of Nebraska should we be chosen to remain the financial partner.



The Quality of Bidder Performance on Prior Contracts

U.S. Bank currently has four contracts with the State of Nebraska: ACH/E-Payment, Purchasing Card, Stored Value Card and Fleet Fueling Card. We have provided a high level of technology with these contracts and an outstanding level of customer service. We have brought ideas to the State, as well as listened to your needs, and have created an environment of partnership to assist the State reach their goals by providing products and services that specifically meet the needs of the State.

Additionally, we have provided references that will not only demonstrate our commitment to State Government, but also our ability to serve customers of the size and scope of the State of Nebraska better than any other bank. We encourage the State to contact our references to see what other customers think of U.S. Bank.

Such Other Information that May be Secured and That Has a Bearing on the Decision to Award the Contract

U.S. Bank wants to continue to being your bank. The partnership we have created is a strong and valuable one. We are committed to working side by side with the State of Nebraska and its agencies to meet and exceed your future goals. We believe that this is reflected in our proposal. We look forward to your review and favorable response.

All of  serving you™



Section 5- Corporate Overview

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

A. Bidder Identification and Information

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

1. Corporate Name:

U.S. Bank, N.A.

2. Corporate Address

800 Nicollet Mall, Minneapolis, MN 55402

3. Entity Organization

U.S. Bancorp, Corporation

4. State of Incorporation

Delaware

5. Year in which the bidder first organized to do business

1863

6. Name and History of Organization

U.S. Bank National Association was formed from the following major banks:

- (1) Star Bank, National Association (Cincinnati, Ohio) changed its name to Firststar Bank, National Association (Cincinnati, Ohio) effective February 1999;
- (2) Mercantile Bank National Association (St. Louis, Missouri) merged into Firststar Bank, National Association (Cincinnati, Ohio) effective April 2000;
- (3) United States National Bank of Oregon (Portland, Oregon) merged with First Bank, National Association under the title U.S. Bank National Association effective August 1997;
- (4) U.S. Bank National Association merged into Firststar Bank, National Association, and the succeeding bank, changed its name to U.S. Bank National Association effective August 2001. These banks acquired through mergers and acquisitions numerous smaller banks. There are five hundred and forty-two U.S. Bank National Association predecessors

Note: The State of Nebraska's relationship with U.S. Bank started many years ago with First National Bank and Trust Company of Lincoln, which is now part of U.S. Bank, N.A.

7. FEIN Number

31-0841368

Please refer to Exhibits C, D, E, F, and G for a copy of U.S. Bank's 2012 Corporate Citizen Report, 2008 Community Reinvestment Act Performance Evaluation, 2012 Nebraska Community Highlights and 2012 U.S. Bancorp Foundation Grants for the State of Nebraska.

B. Change of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

There is no anticipated change of ownership in the upcoming 12 months.

C. Office Location

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

U.S. Bank Lincoln Tower
233 S. 13th St, 9th Floor
Lincoln, NE 68508

D. Relationships with the State

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

U.S. Bank has enjoyed an expansive and diverse relationship with the State of Nebraska over the past 13 years. Some of those services are the result of a contract while others have been provided outside of a contract. Specifically, we have provided the following contract services to the State:

- ACH Origination/E-Payment Contract 27775 (O4) Ren (1)
- Stored Value Card Contract 38183(O4)REN(1)
- Purchasing Card Contract 50324(O4)
- Fleet Fueling Card Contract 44020(O4)



E. Bidder's Employee Relations to the State

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

To the best of our knowledge, no such relationship exists.

F. Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

No such early termination of a contract has occurred.

G. Summary of Bidder's Corporate Experience

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

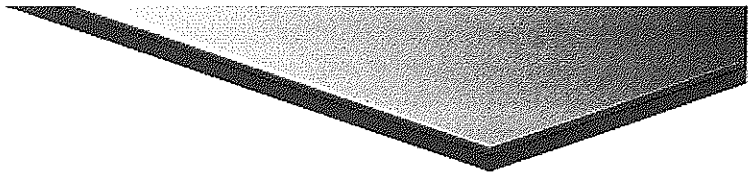
- a. the time period of the project;
- b. the scheduled and actual completion dates;

- c. the contractor's responsibilities;
- d. for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- e. each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

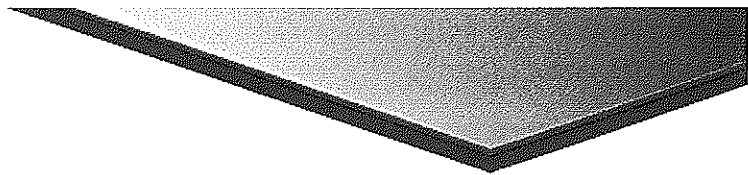
Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Name of Customer	State of Minnesota
Contact Name	Kristin Hanson
Title	Assistant Commissioner-Treasury
Address	Minnesota Management & Budget 658 Cedar Street 400 Centennial Building St. Paul, MN 55155
Telephone Number	651.201.8091
Fax Number	651.797.1350
Email Address	kristin.hanson@state.mn.us
Time Period of Project	Since 1940; re-won in 2002; contract expires on 12/31/2017
Contract Implementation and Budget	Stayed within the agreed upon pricing schedule while meeting the deliverable dates.
Services Utilized	Accelapay, Account Reconciliation, ACH Blocks & Filters, ACH Services, Cash Vault, Coin & Currency, Controlled Disbursement, Corporate Card, Corporate Payments, Corporate Trust, Courier, DDA Accounts, EDI, E-Payment, Focal Point Plus, Image, Image Cash Letter, Onsite Electronic Deposit, International Banking, Lockbox – Wholesale, Merchant Card, Positive Pay, SinglePoint®, Stop Payments, Warrants, Wires, ZBA Accounts
Narrative Description	U.S. Bank is the leading depository bank and provider of Treasury Management products and services for the State of Minnesota. This relationship extends to colleges and universities as well as other state agencies. ACH is used for various purposes including payroll, investments, retirement disbursements, revenue collection, sweep products and child support payments. The colleges and universities utilize ACH for student loan payments, student payroll and distribution of student financial aid. U.S. Bank is the exclusive E-Payment provider to the State of Minnesota. U.S. Bank currently has 151 applications in production with an average of 149,000 payments collected on a monthly basis.



Name of Customer	State of Kansas
Contact Name	Lucinda Anstaett
Title	Director, Cash Management Office of State Treasurer
Address	900 SW Jackson, Ste. 201 Topeka, Kansas 66612-1235
Telephone Number	785.296.4151
Fax Number	785.296.7950
Email Address	lucinda@treasurer.state.ks.us
TIME PERIOD OF PROJECT	We have been the State's primary banking services provider since 2011. The current contract began on September 1, 2011 and runs through August 31, 2016 with two two-year extensions for a possible nine-year contract period.
Contract Implementation and Budget	We stayed within the agreed upon pricing schedule while meeting the deliverable dates.
Services Utilized	We are the primary treasury management service provider for the State of Kansas which includes SinglePoint, ACH, wires, UPIC and account reconciliation services. We also provide the following services: foreign exchange, Corporate Payments Systems (health savings accounts), interest and non-interest bearing accounts, leasing, lockbox, Institutional Trust and Custody and Money Center.
Narrative Description	U.S. Bank is the primary depository and disbursement bank for the Kansas State Treasurer's Office. The State Treasury acts as the "bank" for all state agencies. In addition, U.S. Bank is the Institutional Trust and Custody agent for the Kansas Pooled Money Investment Board (PMIB).



Name of Customer	State of Oregon
Contact Name	Brady Coy, CTP, AAP
Title	Oregon State Treasury
Address	350 Winter Street NE, STE 100 Salem, OR 97301-3896
Telephone Number	503.378.2457
Fax Number	503.373.1179
Email Address	brady.coy@ost.state.or.us
Time Period of Contract	Has been a customer since 1891; been the primary depository and disbursement since the 1970s; because there are multiple contracts the end date varies from year to year.
Contract Implementation and Budget	Stayed within the agreed upon pricing schedule while meeting the deliverable dates.
Services Utilized	Accelapay, Account Reconciliation – Partial, ACH Blocks & Filters, ACH Direct, ACH Services, Cash Vault, Check Blocks, Coin & Currency, Corporate Card, Corporate Payments, Corporate Trust, Courier, DDA Accounts, Deposit Recon, EDI, Electronic Deposit, E-Check blocks, E-Payment, Focal Point Plus, Image, International Banking, Issue Maintenance, Lockbox – Image Look, Retail, Wholesale, Merchant Card, Money Center, Positive Pay, ReliaCard, Reverse Positive Pay, SinglePoint, Stop Payments, UPIC, Warrants, Wires, ZBA Accounts
Narrative Description	U.S. Bank is the primary depository and disbursement bank for the Oregon State Treasury. The State Treasury acts as the "bank" for all state agencies and public universities in Oregon. In addition, the State Treasury also invests excess funds for approximately 1200 local governments (cities, counties, school districts, etc.). This short-term investment program is known collectively as the local government investment pool (LGIP). Like a financial institution, the Oregon State Treasury maintains a special use routing and transit number. U.S. Bank contracts with the State Treasury to process transactions for all of these categories.



H. Summary of Bidder's Proposed Personnel/Management Approach

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

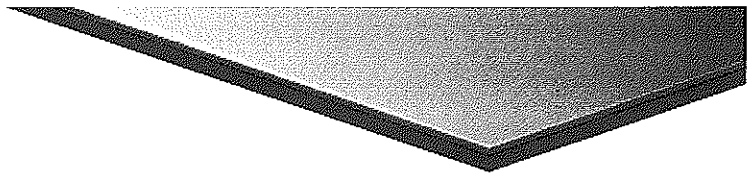
The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages each. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

All of the U.S. Bank personnel assigned to the State of Nebraska Relationship have the background, industry knowledge, experience and track record in implementing and maintaining large, complex banking, cash management and payment systems similar to the business requirements of State of Nebraska.

Each member of the relationship team assigned to the State for ACH and our online bill pay system, E-Payment, are part of U.S. Bank's Corporate Banking line of business. Government Banking and Treasury Management are separate divisions but report to the same Vice Chairman. Government Banking is the lead business line for the State relationship. More importantly, it is the same team of personnel that currently work with the State.

Please refer to the **Exhibit H** entitled **Key Personnel** for a detailed listing of the relationship team, resumes, expertise and responsibilities.



I. Subcontractors

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- a. name, address and telephone number of the subcontractor(s);
- b. specific tasks for each subcontractor(s);
- c. percentage of performance hours intended for each subcontract; and
- d. total percentage of subcontractor(s) performance hours.

Vendor	
UPIC® secure account identifier	Electronic Payments Network (EPN)

ELECTRONIC PAYMENTS NETWORK

100 BROAD ST
NEW YORK, NY 10004

Contact:

Sharon S. Jablon, AAP
Product Specialist
The Clearing House: Office 212-613-0178; Cell 917-647-3910; Fax 212-613-9835

Electronic Payments Network has been the UPIC provider for the State since UPIC was initiated. Electronic Payments Network is the only third-party UPIC provider in the industry.



Section 6- Technical Approach/Project Description and Scope of Work

A. Project Overview

Automated Clearing House (ACH) is an electronic network for financial transactions. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit payroll and vendor payments. ACH direct debit transfers include consumer payments on insurance premiums, mortgage loans, and other kinds of bills. Rules and regulations that govern the ACH network are established by National Automated Clearing House Association (NACHA) and the Federal Reserve.

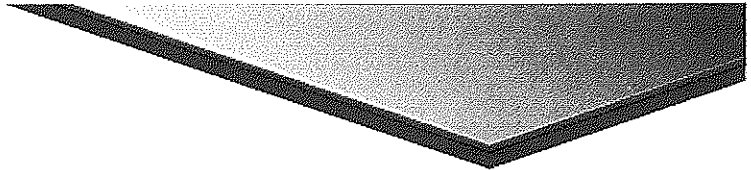
State of Nebraska (State) agencies, the University of Nebraska and the State college system, as well as any other entities of cities, counties, or municipal government, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. Currently, there are four governmental subdivisions using this contract, the City of Omaha, Omaha Public Schools, City of Lincoln, and City of Norfolk. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County and City contact information can be found at www.nacone.org. The State Treasurer's Office will be the point of contact for all daily banking functions and implementation of the banking services on behalf of State agencies. Each municipality, county, or other governmental subdivision will establish a relationship with the selected contractor and negotiate business and technical requirements according to the specific needs of each within the constraints of the contract. City and county contact information can be found at www.nacone.org.

The State will continue to expand the use of electronic payments for State vendors, payroll, and government benefits payments to consumers and vendors. The State is seeking a state or national bank contractor that will work with State agencies to develop additional electronic solutions to receive payments via ACH, thus enabling the State to continue reducing check processing charges and to allow all agencies to continue to exercise the specific requirements of each agency's process of ACH credits and debits. All payments to vendors in excess of \$25,000 or vendors receiving multiple payments per year are required to be sent electronically. The State will continue to reduce the number of warrants written by encouraging the use of Direct Deposit of government benefit payments (Department of Health and Human Services (DHHS) child care and child support payments have been mandated by the Nebraska State Legislature, Neb. Rev. Stat. 43-3342) and vendor payments. The State allows employees to receive payments by warrant, Direct Deposit to a savings/checking account, or loaded to a stored-value Visa branded debit card. The increased use of ACH payments across State programs will also decrease fees by the banks for clearing and processing State warrants, forgery, and expired warrant claims. The State will continue to work on expanding programs that will increase the dollar amount of receipts being paid and originated by the State electronically by both ACH credit and ACH debit programs.

All figures listed in this RFP represent a historical count of ACH transactions, ACH returns, and return checks processed by the State and governmental entities and political subdivisions under the State's current contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of their proposals.

Following is the number of ACH transactions originated by all State agencies (except the Nebraska Child Support Payment Center (NCSPC)) for Fiscal Years 2010-11, 2011-12, and 2012-13.

Fiscal Year	ACH Transactions
2010-2011	2,174,156
2011-2012	2,323,896
2012-2013	2,574,161



The following is the number of ACH transactions originated by all State agencies (except NCSPC) by month for July to September 2013.

Month	ACH Transactions
July 2013	172,032
August 2013	188,356
September 2013	158,142

The following is the number of ACH transactions received by all State agencies (except NCSPC) for Fiscal Years 2010-11, 2011-12, and 2012-13.

Fiscal Year	ACH Received Items
2010-2011	508,008
2011-2012	586,050
2012-2013	651,192

The following is the number of ACH transactions originated by NCSPC for Fiscal Years 2011-12, and 2012-13, and by month for July to September 2013.

Fiscal Year	ACH Transactions
2011-2012	1,343,972
2012-2013	1,345,530

Month	ACH Transactions
July 2013	121,007
August 2013	110,104
September 2013	112,613

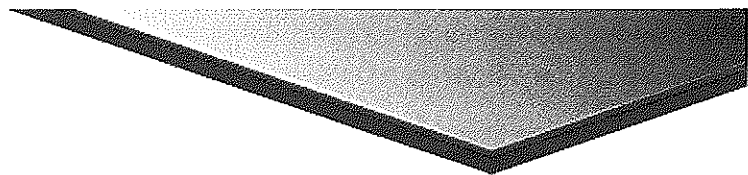
The following is the number of ACH transactions received by NCSPC for Fiscal Years 2011-12, and 2012-13, and by month for July to September 2013.

Fiscal Year	ACH Received Items
2011-2012	171,051
2012-2013	181,373

U.S. Bank understands and has been an ardent supporter of the State's desire and action to migrate many of its operations to more efficient and automated means, including migration of as many payments to ACH as possible. Given that we also provide other services to the State that are outside of this ACH contract, we have a unique perspective of how the interaction between State electronic payments affect the processing and associated costs with other paper based payments. Because of our position as a total solutions provider, we believe we are best suited to continue in the role as ACH processor and can continue to add value to the State in other ways as it continues to reduce paper.

We understand the scope of this contract as it relates to other municipal entities within the State and have taken this into account from a pricing perspective. We also understand that it is our responsibility to work with those municipalities to solicit interest in participating under this contract, and have been active in providing information to municipalities on the availability to use this contract.

✓ U.S. Bank understands and will comply with this requirement.



B. Project Environment

While multiple State agencies will use the services resulting from this RFP, the State Treasurer's Office will be the point of contact for all banking functions, implementation and contract administration.

U.S. Bank has worked closely with the Treasurer's Office as the point of contact with the ACH contract. This allows ideas or issues to flow seamlessly between the State and U.S. Bank.

✓ U.S. Bank understands and will comply with this requirement.

ACH Origination Services

Outlined below is a current list of entities authorized to send or transmit files on the State's behalf. Multiple agencies are also receiving NACHA, formatted files from the State's current ACH processor. Administrative Services processes all ACH vendor and payroll payments on behalf of State agencies excluding those listed below. The Department of Revenue's accounts will be set up as a subsidiary ZBA account with funds being moved to a main account.

Sending ACH Files

- Administrative Services – Accounting (credit files only) - Direct Transmission**
- Administrative Services – Accounting *IRS payments - Website Transmission**
- Nebraska Lottery – (credit and debit files) - Website Transmission**
- State Treasurer's Office – (credit and debit files) - Website Transmission**
- State Treasurer's Office – NCSPC – (credit and debit files) - Website Transmission**
- Department of Revenue – (credit and debit files) - Direct Transmission**
- University of Nebraska – (credit and debit files) - Direct Transmission**

Receiving ACH Trap Files

- Department of Revenue – (credit and reversal transactions) - Direct Transmission'**

U.S. Bank understands that the State Treasurer's Office acts as the primary point of contact for State Agency banking functions and we've enjoyed a strong relationship that has benefited the State as a whole. Because of the complexity of the State relationship and the ever-changing and ever-more complex nature of ACH and other banking services, we've found this central point of contact structure to work very well.

In addition to our continually bringing service options and enhancements before the State, the staff within the State Treasurer's Office is very knowledgeable and dedicated to taking the lead on what direction the State should take related to payments and other processes. U.S. Bank and the State are regular attendees and participants in educational and industry events, including the Association for Financial Professionals' (both the national and local chapters). Because of this, we believe that the State has benefited greatly and will work tirelessly to ensure that continues.

C. Business Requirements

1. *Each bidder is responsible to research Nebraska State Statutes for their legal responsibilities when doing business with the State. References to certain State Statutes are provided in this RFP, but are not all inclusive to the legal requirements of the contractor.*

Neb.Rev.Stat. § 48-1122—Prohibition of Discrimination;
Neb.Rev.Stat § 73-205(3)—Technology Access Standards;
Neb.Rev.Stat § 73-506(2)—Service contracts with unspecified or unlimited duration;
Neb.Rev.Stat § 73-506(1)—The State cannot pay for deliverables not received;
Neb.Rev.Stat § 81-2401 to 81-2408—Prompt Payment Act;
Neb.Rev.Stat § 81-118.01—Electronic Payment; acceptance; conditions;
Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability

✓ U.S. Bank understands and will adhere to the Nebraska State Statutes.

2. Collateral Requirements

The contractor shall be responsible to meet State statute requirements for collateralization of State deposits. References to collateralization requirements are found in Neb. Rev. Stat. Section 77-2395, 77-2389, 77-2398, and 77-2387. Collateral requirements are applicable to all State agency accounts serviced under this contract. Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released. The bidder must indicate their willingness to provide statutorily required collateral, currently estimated to be up to \$75 million, without exceptions or be excluded from further award consideration.

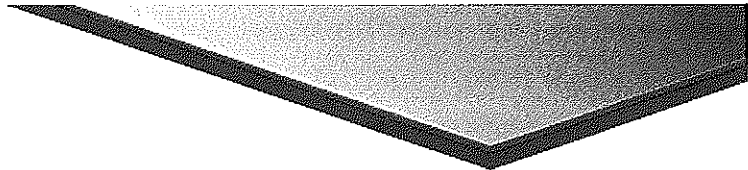
In 2013, the Governor signed into law Legislative Bill 155 that amended sections 77-2387 and 77-2398 which will allow letters of credit issued by a Federal Home Loan Bank to be used as collateral beginning September 2013. We will continue to collateralize the deposits of the State Treasurer's Office with a letter of credit issued by our Federal Home Loan Bank.

✓ U.S. Bank will meet State Statute requirements for collateralization of State Deposits.

3. ACH Origination Business Requirements

- a. **The bidder must be state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2301.**

U.S. Bank is licensed to do business in the State of Nebraska and of approved standing pursuant with Nebraska state law.



b. The ACH financial institution/contractor(s) must be a member of NACHA or a regional Automated Clearing House (ACH) Association.

U.S. Bank is a Direct Member of NACHA and sits on the NACHA Board. U.S. Bank actively participates in various NACHA Councils and the corresponding workgroups to these councils. These groups include:

- NACHA Rules and Operations Committee
- NACHA Risk Management Advisory Group
- NACHA Network Enforcement Panel
- Electronic Check Council
- Internet Council
- Council for Electronic Billing and Presentment
- Electronic Benefits Council
- Global Payment Forum
- U.S. Bank is also a founding member of the International Payments Framework Association. The IPFA is an organization that provides rules, standards, operating procedures and guidelines to improve cross-border payments.
- U.S. Bank also has members actively participating on the Federal Reserve sponsored, Remittance Coalition and its Leadership Group.
- U.S. Bank is also represented on The Clearing Houses, EPN Business Committee



c. The ACH financial institution/contractor(s) will provide a sample bank account analysis statement and explain how adjustments are reflected.

Please refer to **Exhibit I** for a sample **Account Analysis Statement**. Either the State's main account will be credited for the adjustment, or the next Account Analysis Statement will be credited for the adjustment. A revised statement may or may not be produced, depending on the amount of the adjustment. Claims for credit or refund must be made within 60 days of receipt of the statement.

d. The bidder must provide a listing by month of the prior 12 months Earnings Credit Rate (ECR) used for bank account analysis as well as the current rate. The current ECR for the Nebraska State Treasurer's account is .30%. Describe how earning credits are calculated.

	Feb/14	Jan/14	Dec/13	Nov/13	Oct/13	Sep/13
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Aug/13	Jul/13	Jun/13	May/13	Apr/13	Mar/13
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

The State Treasurer's Office has received .30% of an Earnings Credit rate the last twelve months. This is a bank managed rate for the Treasurer's Office.

- e. **The bidder must provide information on how it can assist the State with Office of Foreign Assets Control (OFAC) compliance in relation to the NACHA Operating Rules.**

U.S. Bank has developed procedures to ensure compliance with OFAC as it relates to NACHA Operating Rules. At present time, ACH is only used in Canada, Mexico, and 22 European countries for International ACH Transactions. We have continued to add to our OFAC scanning capabilities since the introduction of the new ACH IAT rules.

- f. **The contractor must allow all State bank accounts except Nebraska Unemployment and NCSPC be grouped for the purposes of compensating balance. All charges for services must be charged on a calendar month account analysis. The account analysis must be made available online or mailed to the State entity no later than the 15th of each month.**

This is the current structure of State bank accounts in the relationship with U.S. Bank. This structure would remain in place as detailed above.

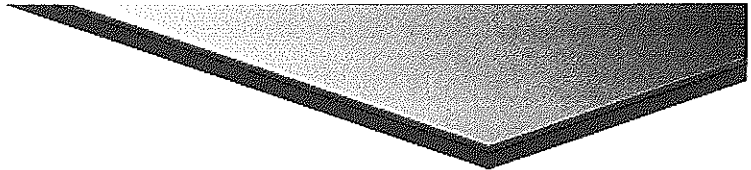
Statements are also made available through EDI and SinglePoint® Information Reporting service on the ninth business day of the month.

- g. **Per Neb. Rev. Stat. 77-2301, the contractor will be required to cash State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint at any branch of the contractor.**

Cleared	State	Warrants
Jan 2013	43,095	\$61,037,026
Feb 2013	68,478	\$47,715,655
Mar 2013	60,936	\$39,047,435
Apr 2013	74,985	\$43,074,831
May 2013	41,327	\$38,193,828
Jun 2013	35,680	\$34,635,327

Cleared	NCSPC	Warrants
Jan 2013	2,934	\$502,566
Feb 2013	3,194	\$632,073
Mar 2013	3,690	\$909,077
Apr 2013	3,185	\$696,387
May 2013	3,059	\$618,642
Jun 2013	2,503	\$438,749

U.S. Bank is currently in compliance with this requirement and has put a significant amount of time into creating awareness of this statutory requirement across our branch network in the state of Nebraska.

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- h. **The contractor must follow all applicable Nebraska DHHS rules and regulations, and may view them at: www.sos.ne.gov/rules-and-regs/regsearch/index.html. NCSPC staff will work with the contractor to resolve questions or issues regarding compliance of these rules and regulations.**

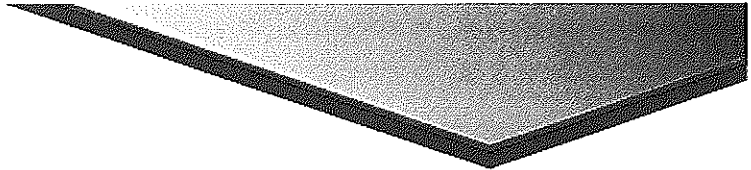
U.S. Bank has read and to the best of our knowledge has been and will remain in compliance with the rules and regulations as referenced above. In the event of an issue, U.S. Bank would work with NCSPC staff to expeditiously correct any discrepancies.

- i. **The contractor will be required to provide an annual report for the period July 1 to June 30 to the State Treasurer's Office for all transaction counts processed under any contracts resulting from this RFP. The report will be due August 1 of each year. The report would give transaction counts by Standard Entry Class code and dollars processed per entity using the contract resulting from this RFP.**

U.S. Bank implemented the ACH Received Item Stat report for the State of Nebraska in 2012 which provides a monthly total by SEC code for received transactions. We would be open to initiating a new project to explore expansion of this to originated items if desired by the State of Nebraska.

- j. **The contractor must keep the State educated on all changes to the rules and regulations by providing training or materials.**

✓ U.S. Bank understands and will continue to comply with this requirement.



D. Scope of Work

The following information provides a description of the project and additional State agency-specific requirements. The figures listed represent recent transaction counts and are not a guarantee of future volumes. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of these State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

✓ U.S. Bank understands and will continue to comply with this requirement.

1. BASIC REQUIREMENTS

The bidder must provide these services for each agency as requested under this contract. The requirements apply to as few as two or as many as all of the participating agencies. Below are the general categories comprising the requested service. Form A.2 in Attachment A presents a more detailed list of requirements. The bidder must respond to each requirement on Form A.2.

- a. Technical/Hardware/Software Requirements
- b. Online Banking Reporting/Internet Functionality Requirements
- c. Return/Notification of Change
- d. ACH Reversals/Deletes
- e. Settlement/Funding
- f. Fraud Prevention – ACH Filters/Blocks
- g. Re-presented Check Entries (RCK)
- h. Other

2. Nebraska Lottery

A. ACH Origination

Current Process

The Nebraska Lottery originates CCD+ credit and debit transactions to lottery retailers. This is a mandatory EFT program. The file is sent to the bank on Monday for settlement on Wednesday.

Lottery receives the EFT batch file from their vendor, GTech. The file, which contains both debit and credit transactions, is uploaded using a Web-based application on the bank website by logging in using a unique ID and password. The staff fills out the batch data fields which identifies the file as being from the Nebraska Lottery and uploads the file. After the file is uploaded, staff checks the directory listing within the Web application to make sure the file was processed correctly and there were no format errors.

Within 5-10 minutes, State staff calls a designated line at the bank and enters a four-digit PIN. The total number and dollar amount of credits and debits are entered for the bank to verify the file was correct. When finished, the bank then sends an email to designated staff when the batch file is processed correctly.

✓ U.S. Bank currently provides this service to the State and will continue to comply with this requirement.

Agency-Specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Lottery on Form A.3 in Attachment A:

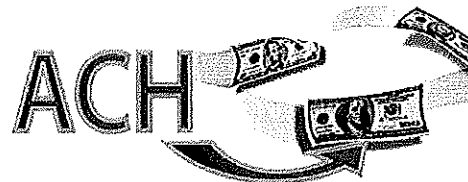
- i. **Process the EFT batch file from GTech, including confirmation of file accuracy and verification from bank of completed processing (including totals)**

We understand the needs of the Nebraska Lottery and will continue to meet and exceed those needs.

File Transmission Options

The use of GTech may or may not be the most efficient way to transmit files to U.S. Bank. We would suggest that the Nebraska Lottery contemplate what transmission options are available and select the best method for its operations. These options are outlined on the Data Transmission Questionnaire located in Exhibit J at the end of this proposal.

U.S. Bank recommends direct data transmission delivery of the State's files. ACH files created on the State's application systems can be transmitted to U.S. Bank in NACHA format with a high level of security and reliability. Files sent to ACH by 10:30 p.m. CT are processed on the same day.



U.S. Bank recommends SinglePoint ACH Origination services for complete online management and processing of ACH files. SinglePoint is U.S. Bank's one stop internet-based treasury management application. SinglePoint puts customers' just clicks away from ACH processing and other payment options such as wire transfers and book transfers.

Both of these suggestions for Nebraska Lottery may apply to other State Agencies referenced in this proposal, and we encourage them to contemplate whether they would find any process enhancements from these suggestions. If the State needs additional assistance in preparing and sending ACH Direct files, we also have a partnership/referral agreement with Treasury Software that the State could utilize and realize a 30% discount on software that could help with this process.

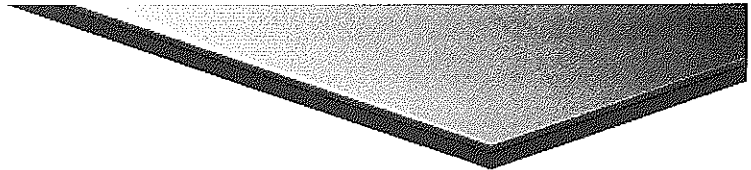
B. Charitable Gaming

Current Process

Taxpayers log into the Nebraska Department of Revenue/Gaming Website (NEGAM), process the return and request to make an electronic payment.

An invoice is generated by GL Solutions and the invoice page sends HTML form data to the bank. This includes the total amount due, since the bank does not accept partial/overpayments nor allow payments of less than all invoices simultaneously. In addition, the session transfer message can accommodate data for up to five (5) invoices. If there are less than five (5) invoices on a record, some of these additional fields will be blank.

The bank processes payment and provides itemized payment receipt to user.



The bank returns real-time payment confirmation message to NEGAM site. At this point the invoice is closed out in GL Solutions. This is an automated feed from the bank. See chart in Exhibit 2 for historical volumes.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Lottery – Charitable Gaming on Form A.3 in Attachment A:

- i. Interface (accept electronic invoices) with GL Solution
- ii. Process transactions in real time

- ✓ U.S. Bank currently provides this service to the State and will continue to comply with this requirement.

U.S. Bank's E-Payment Service is accessed from a payment link on the NEGAM's website. The link to the U.S. Bank website includes various data fields including the amount due along with invoice data. Currently E-Payment Service is setup to receive up to five invoices but the system has the ability to be configured for additional invoices, if desired.

U.S. Bank provides a daily file of payments completed, with all pertinent posting information included. This daily remittance file is delivered within two hours of the selected cutoff time. Files can be transmitted via HTTPS or FTPS over the internet or Connect:Direct or FTP over an Internet VPN.

In addition, E-Payment Service currently sends NEGAM a real-time payment confirmations (memo post) for each customer payment. This real-time service provides information to NEGAM via an https post immediately after a payment is completed by the customer or a NEGAM representative.

3. Nebraska Department of Revenue (NDR)

A. ACH Debit Origination Services

Current Process

NDR receives ACH transactions for a variety of tax programs. ACH files are provided to the bank for debit origination. NDR originates its own ACH debit transactions through its Payment Plan, Streamlined Sales Tax, and Electronic Funds Withdrawal (EFW) programs. Transactions are also generated by NDR vendors. All ACH files provided will be balanced files containing an offset credit for each debit.

The State Treasurer's Office has set aside bank accounts for NDR use to segregate funds for accounting purposes. NDR requires the bidder to provide this same level of service. Currently, NDR uses eight (8) bank accounts and reserves the right to add, eliminate, or combine accounts as needed.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A:

- i. Originate ACH debits from files provided to the bank from multiple sources
- ii. Deposit funds into State bank accounts as directed by NDR

- ✓ U.S. Bank understands, currently provides this service to the State, and will continue to comply with this requirement.

B. ACH Credit Processing Services

Current Process:

The NDR supports receipt of credits to designated State-owned demand deposit accounts for tax payments. NDR uses Universal Payment Identification Codes (UPIC) for these designated State-owned demand deposit accounts. The NDR provides taxpayers with file format requirements and the appropriate UPIC for the type of tax being paid. The contractor must provide NDR with a daily file containing the offset credits from these ACH Credit files.

Agency-specific Requirements:

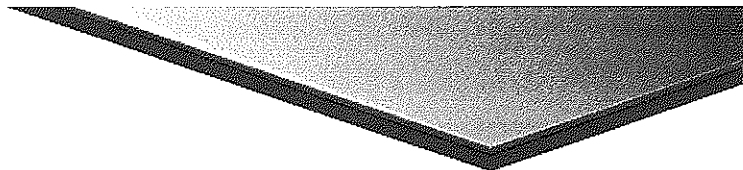
Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A:

- i. Provide RDFI services, including depositing received funds into specified bank accounts and providing NDR with files containing offsetting credits
 - ii. Retain existing UPIC numbers
- ✓ U.S. Bank understands, currently provides this service to the State, and will continue to comply with this requirement.

C. OTHER CURRENT REQUIRED SERVICES

Current services provided to NDR by the contracted bank include the following required minimum services. Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A.

- i. Provides the NDR a file consisting of offsetting credits of all ACH credit files received daily and all ACH debit originations from various application sources. The credit file must be in NACHA standard CCD+ and PPD+ formats. Files must only include credit transactions and not include any reversal transactions. The file should also have its File Create Date in the File Header set to the Settlement Date for all payments within the file. The file must be made available for the NDR to pick up through File Transfer Protocol (FTP) via Secure Socket Layer (SSL) by 5:00 a.m. CT on the day following the settlement date.
- ii. Provides the State Treasurer's Office, through a mutually agreed upon electronic transmission method, the amount of receipted funds credited to those accounts designated by the State. This information must be made available to the State Treasurer's Office at the open of business Central Time on the Settlement Date and available for withdrawal by 8:30 a.m. CT.
- iii. The State of Nebraska on behalf of NDR reserves the right to return payments that cannot be processed. The handling of these returned items is done by the State Treasurer's Office. Returned items cannot be netted from receipts. The State Treasurer's Office will get notification from NDR and the payment will be returned through the ACH network.
- iv. Work with the NDR and its vendors to test debit and credit electronic funds transfers through the ACH system and to test all components of auxiliary systems as requested by the NDR.
- v. The NDR currently uses the following Standard Entry Class Codes that must be supported by the contracting bank.
 - a. CCD+
 - b. PPD+NDR intends to support additional standard entry class codes in the future.

- 
- vi. The current payment scheduling system allows taxpayers to initiate payments by IVR and Web until 5:00 p.m. CT for the next day's settlement. Bidders must provide a description of cutoff times and ACH processing schedules.

✓ U.S. Bank understands and currently provides these services to the State.

D. PAYMENT SCHEDULING SYSTEM.

Current Process:

NDR currently uses an Internet and IVR based application to initiate ACH debit entries in various tax filing and tax payment applications. NDR requires a payment scheduling system to allow taxpayers to schedule ACH payments via the Web, an IVR interface, and operator-assisted entry. The Web and IVR interface should allow the taxpayer to enter basic payment related information such as Nebraska taxpayer ID, type of tax being paid, tax period end date, amount, and RDFI information needed to complete the ACH transaction. The operator-assisted service would allow the ACH payment scheduling system vendor to enter this same required information reported by the taxpayer by a toll-free telephone call.

This ACH payment scheduling system must allow the payee to log in via a secure application to initiate payments for all types of EFT tax payments supported by NDR. The IVR component of this service must provide toll-free access using a state specified telephone number. The voice prompts for this application must be approved by both the State and the bidder. The application must be able to accept Nebraska taxpayer ID number or social security number (SSN), and accommodate single entry and recurring payments. The application must be able to provide reports online, allow the user to easily review payment history and pending payments, and allow the user to set up bank account information for multiple bank accounts.

Agency-specific Requirements:

- I. The ACH payment scheduling system must provide a public facing Web-based system, IVR system, and operator-assisted service used to collect payment data from taxpayers. Each bidder must respond in a detailed manner to the agency-specific requirements listed below on Form A.4 in Attachment A. Functionality to include;

U.S. Bank currently provides our E-Payment Service, a Web, IVR and operator-assisted system that allows taxpayers to initiate one-time and recurring payments for various tax types.

- a. Schedule a tax payment – taxpayer should be able to enter:
1. Payment amount in dollars and cents.
 2. Scheduled Payment Date. This can be a future date. The system must allow payments to be warehoused for a period of up to one (1) year beyond the current date.
 3. Tax Period End Date (MMDDYYYY). This can be for past dates, but should not be for future dates or before 01011968 (January 1, 1968).
 4. Nebraska ID Number. The system must verify that the entered Nebraska ID Number is a valid licensed NDR taxpayer – be present on the NDR business master file.

5. Tax Type. The system must allow the taxpayer to select a tax type from a list of tax types that taxpayer is licensed to pay.

E-Payment Service prompts the taxpayer for their bank information and other information required by Revenue, including payment amount, payment date, tax period end date, Nebraska ID and tax type. U.S. Bank will continue to enforce the rules currently in place for each of the fields collected during the payment process.

- b. Upon completion of scheduling a payment, the ACH payment scheduling system must issue a confirmation number to the taxpayer. The taxpayer must be given the opportunity to review and confirm the details of the payment and have the opportunity to cancel the transaction. Once the taxpayer submits the payment, the system must provide the confirmation number for the payment. A confirmation number must be issued each time a transaction is completed. This is a unique number assigned to a one-time payment when it is initiated, edited, or cancelled.**

Once the taxpayer enters all of the details of their payment, they are provided a review of the information and prompted to select submit if they would like to complete the payment. If the transaction is successful, E-Payment Service provides the taxpayer with a unique 15 character confirmation number. If a payment is subsequently modified or cancelled, a new confirmation number is issued that represents the changes.

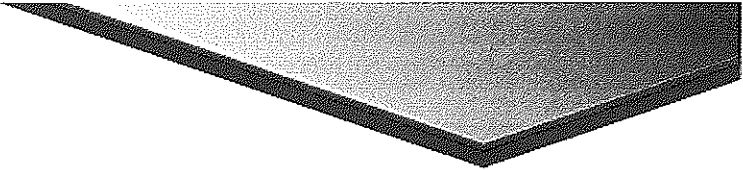
- c. The system should provide taxpayer inquiry and payment history. The ACH payment scheduling system should**
- 1. Allow the taxpayer to view pending payments and edit or delete, if necessary**
 - 2. Allow the taxpayer to view payment history**

E-Payment Service provides taxpayers with the ability to see all pending payments and all historical payments processed via the Web, IVR or operator assisted for the prior two years. While a payment is pending, the taxpayer may edit or cancel the payment if desired.



- d. Register taxpayer banking information in the system. The ACH payment scheduling system should allow registrations to be made in real-time. Both registered and unregistered users should be able to originate payments. Payments originated by unregistered users should require fewer pages to navigate. Registered user should be allowed to create a profile that can be accessed through the application and have access to additional features, including the ability to store bank accounts for future use. Stored banking information would include**
- 1. Bank routing number – system checks to ensure this is a valid entry**
 - 2. Bank account number**
 - 3. Re-enter bank account number for verification**
 - 4. Bank Account Type – checking or savings**
 - 5. Business Account – yes or no**
 - 6. Option to save account for future use by giving it a name.**

E-Payment Service provides Revenue the option to allow taxpayers to register and save their information for future use as well as originate a one-time/unregistered payment. When a bank account is entered for payment or storage, E-Payment Service prompts the taxpayer for all information listed in items a through e above and provides the taxpayer the option to save the account for future use by assigning a nickname.



In addition, after the taxpayer enters a valid routing number, E-Payment Service provides the bank name on file associated with that routing number.

e. Validate registration or payment information entered by the user.

1. Show payment detail
2. Show bank account detail
3. Allow taxpayer to enter email address for payment confirmation
4. Terms and conditions -- Taxpayer must read and accept the terms of the authorization and the confirmation number to complete the transaction
5. Payment confirmation with confirmation number assigned and detailed information on transaction

E-Payment Service provides all of the items listed above. The taxpayer is able to review their bank account and/or payment information prior to acceptance. We provide the ability for taxpayers to enter their email address to receive various communications such as payment processed or returned. Revenue has the option to author each of the email messages and turn them on/off individually, if desired.

In order to submit an ACH payment, the taxpayer must click "I Accept" for the terms and conditions. Revenue has the option to author the terms and conditions displayed during the payment process. Once a payment is submitted, the taxpayer will receive a confirmation page with a unique confirmation number.

f. Manage taxpayer bank account information

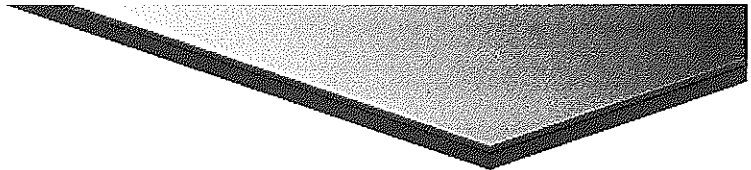
1. Allows the taxpayer to add, edit or delete banking information saved in the system.
2. Multiple bank accounts may be listed for a single Nebraska taxpayer ID number or SSN.

E-Payment Service provides registered users the option to save an unlimited number of bank accounts and ability to edit or delete and saved bank accounts.

g. Provide user authentication. Authentication functionality should include at a minimum the same functionality supported in the current ACH payment scheduling system.

1. Currently a user is authenticated using their Nebraska taxpayer ID number or SSN and system-specific password.
 - a. First time users use their Nebraska taxpayer ID numbers as their password and are required to change their passwords the first time into the system.
 - b. Nebraska taxpayer ID numbers and associated tax program data are provided to the contractor via a computer file as agreed upon by NDR and the selected bidder. Updates to this file are provided daily by NDR.
 - c. For taxpayers making individual income tax payments, NDR does not provide preregistration data to the contractor; instead taxpayers must self-register by entering their SSNs through the ACH Payment Scheduling system.

U.S. Bank will continue to provide the authentication as outlined above. E-Payment Service accepts a nightly batch file from Revenue that allows us to validate taxpayers utilizing their taxpayer ID or SSN and user specified password. First time users enter their taxpayer ID a second time and then are required to define a password for future logins.



For individual taxpayers, E-Payment Service provides them the ability to register and save their information or perform a one-time/unregistered payment.

2. Bidders must provide descriptions of their solutions for user authentication.

E-Payment Service supports the model that is currently in place and described in response to **Question g.1** above whereby Revenue passes a nightly file to U.S. Bank that is utilized to authenticate users. As an alternative, we can receive this same information in real-time via a Web service.

If Revenue moves toward a model whereby the taxpayer is authenticated on the Revenue website, E-Payment Service has several options for performing single sign-on to avoid having two login processes for the taxpayer.

h. Provide the taxpayer with the ability to change his or her password.

E-Payment Service provides the ability to allow taxpayers to change their password. In the current setup, taxpayers are required to change their password during their initial visit.

II. The ACH payment scheduling system must provide an internal Web-based administrative site for NDR users. This system will be used by NDR to perform a variety of functions:

- a. Schedule payments at taxpayer request**
- b. Cancel payments at taxpayer request**
- c. Update payments at taxpayer request**
- d. Inquire on pending and past payments**
- e. Reset passwords at taxpayer request**

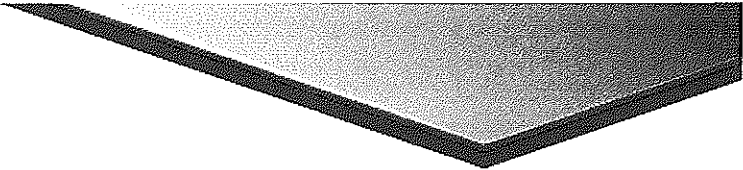
E-Payment Service provides a web based administrative website available to Revenue designated users. Through the administrative website, Revenue users can initiate, update, or cancel one-time and recurring payments, review pending or historical payments, and reset taxpayer passwords. In addition, there are a number of reports available and the ability to refund payments.

III. The ACH payment scheduling system must be able to support all tax categories allowing EFT supported by NDR and allow for the addition of new tax programs at the request of the NDR throughout the life of this contract.

U.S. Bank currently supports all of the tax categories allowing EFT and will continue to do so for all existing and future tax types throughout the life of this contract.

The process of adding new tax categories begins with notification to your U.S. Bank Treasury Management Consultant. The Treasury Management Consultant will enter a request to have a Project Manager assigned who will work with you to make the necessary updates, including any changes required to the web, IVR, call center procedures, nightly batch file process, or remittance file. The timing will vary based on the number of tax types but typically can be completed within six to eight weeks. The cost too will vary based on the number of new tax types and the complexity of the custom fields and other requirements.

IV. The ACH payment scheduling system must have the ability for taxpayers to schedule estimated payments for both individual and business taxes. These recurring payments must be able to be scheduled for dates as specified by the NDR. The current due dates for



individual income estimated tax payments are April 15, June 15, September 15, and January 15. For corporation income tax, the current due dates are April 15, June 15, September 15, and December 15.

E-Payment Service provides taxpayers the ability to initiate one-time or recurring estimated payments for future dates. For recurring payments, we offer the option of custom dates which allows the user to specify the exact dates of payment.

- V. NDR receives and transmits files with the ACH payment scheduling system vendor via secure FTP. These files include:
- a. Daily Remittance report containing payment information about debit transactions originated by the ACH payment scheduling system.
 - b. Pre-Registration Response File. This file serves as an acknowledgment from the ACH payment scheduling system that the NDR Pre-registration file has been received.
 - c. Revenue Pre-registration File. This is a copy of the NDR Business Master File used by the ACH payment scheduling system to authenticate users. Once this file is initially provided, only daily adds, changes, and deletes are sent.

U.S. Bank currently sends or receives each of the files listed above and will continue to do so in support of this contract.

- VI. The bidder must provide an explanation of its data retention proposal for the ACH payment scheduling system. Include details such as time period, data storage capabilities and processes, disposal of records, and any other relevant detail regarding data retention.

U.S. Bank stores all payments online for two years after processing and offline for a minimum of seven years total.

Bidder must provide NDR with a product description, system capabilities, and a sample application or website, if available, for consideration. Bidders must disclose all the potential fees associated with the transaction processing, reporting, or file creation for this type of program in the cost proposal of the RFP.

- ✓ U.S. Bank understands, currently provides this service to the State, and will continue to comply with this requirement.

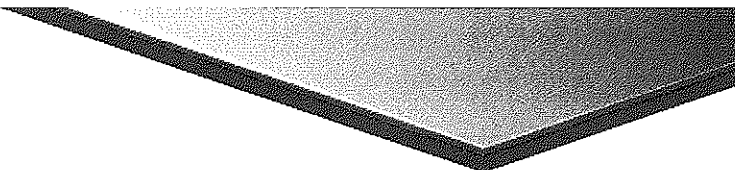
U.S. Bank currently provides NDR with a permanent test site. U.S. Bank can provide access to the test site for the purpose of this RFP, if necessary.

4. University of Nebraska

A. ACH ORIGINATION SERVICES

Current Process

Net pay is originated for the University payroll. Employees may deposit into more than one bank account the transaction count reflects each deposit. Each pay cycle the University makes ACH deposits to vendors (such as retirement plan contributions or health insurance premiums) for the payroll deductions taken from the employees' pay. The vendor payments are included in the same file as net



pay, as a separate batch. Once a month, the University processes a debit file to collect health insurance premiums from retirees that are participating in the University's group health insurance plan. The retiree health premium requires mandatory EFT participation. The University sends payroll files two days in advance. Retiree debit files are transmitted to the bank approximately 10 days in advance. A University staff member calls in file totals via an IVR. See chart in Exhibit 2 for historical volumes.

✓ U.S. Bank understands and will continue to comply with this requirement.

5. *Nebraska Child Support Payment Center (NCSPC)*

A. ACH ORIGINATION SERVICES

Current Process:

NCSPC transmits one file a day with multiple batches via a website. NCSPC makes payments to the Custodial Parent by an ACH transaction to a checking or savings account or to a VISA branded stored value card. The State Treasurer's Office will maintain a separate demand deposit account for NCSPC. All NCSPC analysis activity must be billed monthly to NSPC. See chart in Exhibit 2 for historical volumes.

The bank account ledger balance must be collateralized at the level required by State statute individually of other State bank accounts. From January to December 2012, the highest ledger balance was \$5,833,373.94.

NCSPC staff will need access to NCSPC bank account via an Internet-based information reporting application.

NCSPC will use some or all of the requirements listed in Section IV.D.1 Basic Requirements. There are no agency-specific requirements that need a response.

✓ U.S. Bank understands and will continue to comply with this requirement.

6. *Nebraska Department of Labor- Unemployment Insurance*

Current process:

The Department of Labor has three (3) transfers, which are both debit and credit files. The batch information is verified by a secure email, it included the number of transactions and the file amounts, and whether they are debits or credits. Information is verified and received the confirmation electronically. Tax payments are accepted via UI connect which can push or pull payment from employer accounts. See chart in Exhibit 2 for historical volumes.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Department of Labor on Form A.5 in Attachment A:

- i. Ability to process files by 12:00 PM CT
- ii. Update bank activity in a timely manner for same day transactions

✓ U.S. Bank understands and will continue to comply with this requirement.

7. Treasury Management

A. ACH ORIGINATION SERVICES

Current Process:

The Treasury Management Division of the State Treasurer's Office (TM) submits ACH files for daily processing. Files often contain multiple batches and are transmitted via a secure website with dual authentication credentials. Criteria for selecting an originating bank will include the ability to provide a secure website with at least the minimum industry authentication standards. ACH files are initiated from both TM, as well as Administrative Services' Accounting Division. The State Treasurer's Office works with many State agencies to offer debit programs. This option continues to grow. See chart in Exhibit 2 for historical volumes.

The State Treasurer's Office requires the contractor to provide a Web-based application to initiate a re-presented check entry (RCK) through the ACH network in attempt to collect the debt on insufficient fund checks. All agencies have the option to use this application.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Treasury Management on Form A.6 in Attachment A.

- i. Provide a secure website with dual authentication credentials to initiate ACH files for debit and credit programs
 - ii. The ability for the State Treasurer's Office to assign access levels to agency personnel to the online solution
 - iii. Receive ACH addenda online (both translated and raw data)
- ✓ U.S. Bank understands and will continue to comply with this requirement.

8. Administrative Services

A. ACH ORIGINATION

Current Process:

Administrative Services coordinates all payments flowing out of the State's accounting system to the bank except those listed individually. Two NACHA ACH formatted files with multiple batches per file are created daily and sent to the bank via direct transmission. Most of the batches in the files are sent with an effective date two or more days in advance, but there is generally at least one batch of limited transactions in the file which is for one-day settlement. Employees may direct their payroll deposits into more than one bank account, so transaction count includes multiples. The contractor will be required to provide a PC or Internet-based batch database solution for use by Administrative Services to transmit IRS tax payments and occasional payroll PPD credits. See chart in Exhibit 2 for historical volumes.

Administrative Services will use some or all of the requirements listed in Section IV.D.1 Basic Requirements. There are no agency-specific requirements that need a response.

- ✓ U.S. Bank understands and will continue to comply with this requirement.

9. Universal Payment Identification Code (UPIC)

The State requires the selected financial institution to use Universal Payment Identification Codes (UPIC). The State has been using UPIC with different ACH credit payments being paid to the State electronically monthly. The State will continue to expand the use of the UPICs at contract implementation to payments being made monthly, quarterly, semi-annually and annually. The UPIC offers the State fraud protection, the ability to block incoming wires and ACH debits. It also reduces State expenses by allowing the portability of the UPIC to future selected vendors under the State origination agreement without having to do mass postal mailings to thousands of entities/consumers paying the State by ACH credit.

U.S. Bank remains committed to offering the UPIC product which is offered through The Clearinghouse (EPN). As the State's current ACH contract service provider, all existing UPIC numbers would be retained as a result of the ACH service contract remaining with U.S. Bank.



10. Daily Export

The State requires the ACH financial institution/contractor to provide a daily Comma Separated Value (CSV) export of designated bank accounts' prior day activity by 10 a.m. CT. Four format options are available. This file will be imported into the State ERP system as a part of an automated daily reconciliation process unique to the State. The State requires this information to be exported from a Web-based information reporting application. See Exhibit 5 for descriptions of the formats available.

- ✓ U.S. Bank understands and will continue to comply with this requirement.

E. Functional Requirement

Bidders must address the technical requirements in Attachment A.

- ✓ U.S. Bank understands and will continue to comply with these requirements. Please refer to Attachment A for further details.

F. Proposed Solution

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State's staff to research and correct problems in a timely and professional manner.

- ✓ U.S. Bank understands and will comply with this requirement.



G. Perform Implementation

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Does bidder assign an implementation team or manager? If so, what is the cost?

If we are selected to maintain this relationship, we will immediately begin working with the Treasurer's Office to review our recommendations for new products and services. If accepted, we will provide a seamless implementation plan.

Because U.S. Bank is the current provider of ACH services to the State, there would be no lead time required in order to convert any ACH services.

H. Provide Post Implementation Support

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

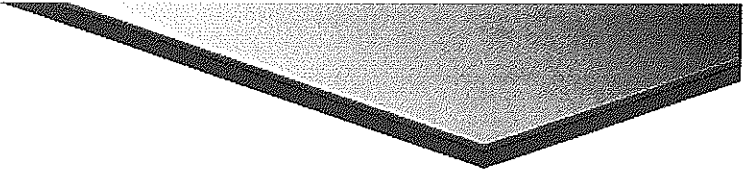
Since there will not be an interruption with implementing new ACH services when you stay with U.S. Bank, we will continue the strong support that we have provided over the years to the State with not only this ACH contract but the other contracts we have with the State. Greer Almquist and Lisa Lefler will continue to be a resource and provide ideas to the State and will also be able to answer questions that the State might have. Joni Nord in Commercial Customer Service will continue to be your daily point of contact if there are issues in regards to ACH services. You also have the support of our specialized technical partners with ACH, such as Greg Rettinger, and Mike White with E-Payment who have been part of past meetings to help inform the State of new updates to ACH services, E-Payment and answer questions and help implement new services. We will continue to meet with the State on a regular basis and will also be available any time the State requests to meet.

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

Each member of the relationship team will play an integral part in the management of the relationship on an ongoing basis. Specifically, as has been our past practice, we would suggest that we meet formally, in person, on a quarterly basis. Generally, these meetings either take place on site at the Capitol or at U.S. Bank.

Please refer to the **Key Personnel** Exhibit for more detail on the specific responsibilities of the relationship team.

Joni Nord will continue to be your designated to meet your customer service needs by answering the State's questions about any of your products and accounts. Her sole focus is providing you with prompt and knowledgeable customer service. There is no cost for this service. Additional information on Joni's work experience can be located in the **Key Personnel** tab.



As one of **4 members of the Nebraska CCS Team**, Joni is able to continue to provide comprehensive, local support and is available from 8:00 a.m. – 5:00 p.m. CT on weekdays. We provide a toll free number so that if Joni is not there to answer your question, your call will automatically get routed until someone answers. You will not be asked to leave a message; a banker will always answer your call. We are confident you will find Joni and our Commercial Customer Service team to be accessible, knowledgeable and responsive.

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

Yes, U.S. Bank provides a quarterly, subscription- required, newsletter called the TM Forum.

4. Describe any on-going training that would be available as upgrades or system changes occur.

Yes, U.S. Bank provides the State updated user manuals, conference calls, and training explaining any changes that have been made.

I. Deliverables

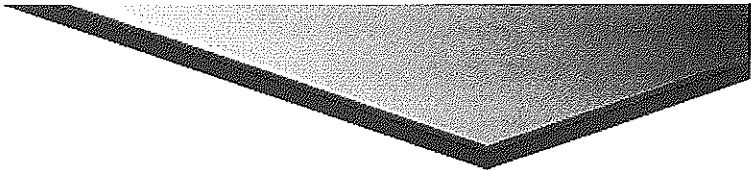
The contractor shall invoice the State Treasurer's Office for the services provided under the contract resulting from this RFP on a monthly basis. The invoice will be for bank analysis fees, which will then be broken down according to categories as shown on Form A.7 in Attachment

Refer to the required scope of work for ACH origination services for the following agencies:

- Nebraska Lottery – Section VI, D2 A.
- Nebraska Lottery – Charitable Gaming - Section VI, D2 B
- Nebraska Department of Revenue – Section VI , D3
- UNL Payroll – Section VI, D4
- Nebraska Child Support Payment Center – Section VI, D5
- Nebraska Department of Labor-Unemployment – Section VI, D6
- Nebraska State Treasurer - Treasury Management Department – Section VI, D7
- Nebraska Administrative Services – Section VI, D8

Provide a copy of all agreements required to initiate all services listed in this RFP.

Please refer to U.S. Bank's MSA and Terms and Conditions in Exhibits K and L.



Attachment A - Forms A.1 – A.6

Attachment A

Forms

Request for Proposal #NST021314

Bidders are required to complete all forms provided in this attachment.

**Forms A.1-A.6 are to be included as part of the Technical Proposal.
Forms A.7 is to be submitted as the Cost Proposal.**

- Form A.1 Mandatory Project Requirements
- Form A.2: Baseline Functional Requirements
- Form A.3: Agency-Specific Functional Requirements - Lottery
- Form A.4: Agency-Specific Functional Requirements - NDR
- Form A.5: Agency-Specific Functional Requirements – Department of Labor
- Form A.6: Agency-Specific Functional Requirements – Treasury Management

Form A.1

Mandatory Project Requirements

Request for Proposal #NST021314

Please answer the following seven mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes No Does the bidder agree, without exceptions, to meet State Statute requirements for collateralization of State Deposits?

Yes No Does the bidder agree, without exceptions, to provide a statement of collateral every month?

Yes No Does the bidder agree, without exceptions, that collateral arrangements must require a signature of a State designated representative before release of collateral or line of credit?

Yes No Is the bidder a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. § 77-2301?

Yes No Does the contractor agree to cash Nebraska State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. § 77-2301?

Yes No Bidder should provide complete Financial Statements and demonstrate the current and future financial stability to fully perform the contract for five years.

Yes No Does the bidder agree to continue the use of the State of Nebraska's UPIC numbers?

Form A.2

Baseline Functional Requirements

Request for Proposal #NST021314

Each bidder must respond in a detailed manner how the bidder will comply with the following statements.

FR 1 – Technical/Hardware/Software Requirements

a. Describe hardware/software requirements to access the online solution proposed in this RFP response.

Response:

Minimum and optimal hardware requirements for SinglePoint are listed in the table below. SinglePoint is browser-based and doesn't require client-side software or any special middleware to operate at the State site. In general, SinglePoint is tested and certified for Windows environments. Below are minimal and optimal system requirements.

Component	Optimal	Minimum
Operating System	Windows XP *Vista Certified	Microsoft® Windows 98, v 2., 2000, NT, ME, XP, Vista, or Windows 7 Mac OSX
Browser	IE 7.0 with SP2, or IE 7.0	IE 6.0 or higher FireFox 3
Screen resolution	1024x768	800x600

Users may also need Adobe® Reader and Microsoft® Excel to view and print certain reports. If a workstation meets the above requirements, it would also meet the following:

Component	Optimal	Minimum
CPU	1GHz processor or faster	500MHz or more
Modem	Broadband internet connection	28.8 KBPS
Memory	1 GB+	256MB
Hard Drive disk space	100 MB	35 MB

SinglePoint Specifications

Specification	Description
Platform	SinglePoint runs in Internet Explorer 6.0 and above on PC desktop platforms.
Modularity	Customers may implement the entire SinglePoint suite or select specific services.
Data Export	Export formats vary by individual service within the SinglePoint suite and include: 1. Comma separated values (CSV) the generic format for spreadsheets; 2. BAI2; 3. PDF; 4. HTML; 5. NACHA ; 6. QBO (QuickBooks) -- Information Reporting Previous Day Detail reports only; 7. QFX (Quicken) -- Information Reporting Previous Day Detail reports only; 8. Fixed Length Format -- Information Reporting DDA Checks Paid report only
Account Management	SinglePoint is a one-stop destination for easy-to-use, powerful online banking, including extensive self-administration capabilities that allow customers to set up their own users and permission profiles.
Availability	SinglePoint's online services are available 24 hours every day.
Security	SinglePoint utilizes 128 bit SSL communications. SinglePoint requires login ID and password, and SecurID Tokens are required for payment-related transactions.

FR 2 – Online Bank Reporting/Internet Functionality

a. Provide a secure online solution to view bank activity.

Response

U.S. Bank SinglePoint, our integrated suite of treasury management services, helps the State achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website.

- **Monitor account activity**—View account summary and transaction detail, including check images. Access previous day and current day account data. Sort and filter data, customize and share reports. Transfer funds between your U.S. Bank accounts from the account summary view. Query a broad range of account activity to locate transactions. View consolidated returned items data. View and download ARP reports. View ARP rejected item details. Import general ledger data and reconcile your accounts.
- **View images**—Locate images of all paid checks, deposit tickets, deposited checks, and paper debit and credit memos. Images of returned deposited items (RDIs) and advices, deposit details, returned redeposited items are also available. View and manipulate images, download an image file or save individual images, and share images with other users in your organization. Search, view, and print lockbox images.

- **Transfer and manage payments**—Create and store domestic and international ACH transactions, request ACH adjustments, import ACH data from multiple formats, and automatically update notifications of change. Initiate domestic and international wire transfers, create and maintain repetitive templates, import wire transactions, and view wire activity reports. Build book transfer templates for one-time or recurring internal transfers. Trade investments and view investment positions. Manage cash vault orders for coin, currency, and depository supplies.
- **Process and deposit collections**—Collect regularly recurring payments to your company automatically. Deposit electronically through remote capture services.
- **Prevent check and ACH fraud**—Review check exceptions over an extended time period, from 9:00 a.m. to 2:00 p.m. local time, from multiple accounts. View images of exceptions, make pay/return decisions online; review exceptions on ACH converted items and Payee Positive Pay items. Review and decision incoming ACH credit and debit transactions until 4:00 p.m. daily.
- **Act globally**—View and manage cash, accounts, and transactions globally. Quickly access foreign bank balances, both previous and current day. Initiate international USD and foreign currency wire transfers and ACH payments. Use international requests for transfer to manage foreign accounts.
- **Control employee access**—Have your administrator manage users, assign accounts, services, and payment limits, reset passwords, and view audit and profile reports.
- **Stay informed**—Track time-sensitive items through a central message center and quickly take action on pending tasks. Receive messages through email, fax or email-enabled mobile device.

b. Provide a CD demonstration of online solution. If the bidder cannot provide a CD please provide a link to the website.

Response:

- Accessed from www.usbank.com/sptdemo
- Use the following ID and code to access the demo:
Access ID: easy12
Access code: all4u
- You can access the demo also from the SinglePoint usbank.com marketing Web page at www.usbank.com/singlepoint
- Go to the bottom of the page and click "demonstration." Note: If you have any trouble viewing the latest version of the online demo, try "refreshing" your browser.

c. Describe the security levels that are available in the online solution, including whether security levels can be set by user, account, dollar amount, or type of transaction.

Response:

The State defines security levels for SinglePoint as part of the implementation process. Security levels are set at account, function and user levels. The State can also set a dollar amount limit at the company level and individual user level for both batch initiation and approval. Additional security controls, such as locking and confidentiality, prevent unauthorized users from modifying transaction detail or initiating invalid batches.

The implementation team at U.S. Bank establishes customer-defined security levels during setup. System administrators at the State site may change user and account security levels using SinglePoint's system administration service. By default, modifications by system administrators are subject to dual approval. Alternately, a customer may also request that implementation representatives at U.S. Bank complete desired security changes.

d. Describe the security measures for which the State's Security Administrator will be responsible.

Response:
SinglePoint allows system administrator users to modify certain ACH security settings, including:

- General entitlement of user access to the ACH module in SinglePoint
- User-level transaction limits
- Initiation, approval and send entitlement limits
- Account and SEC code access

e. Describe the firewalls to protect customer information on the bank side.

Response:
For security, SinglePoint employs 128-bit encryption, SSLv3, individual customer IDs and passwords. Additionally, VeriSign Tokens are required to transmit ACH transactions.

f. Describe the second type of online authentication the bidder uses besides user ID and password.

Response:
U.S. Bank is in full compliance with Office of the Comptroller of Currency (OCC) regulations. U.S. Bank data transmission security procedures are described below, sorted by transmission method:

TCP/IP Internet Connections
Requirements and methods to verify the authenticity of files transferred between U.S. Bank and other systems do not detect errors or security anomalies (i.e., viruses) within the data content.

There are two types of security controls implemented:

- **Data Security Controls**—This type refers to the encrypted tunnel that U.S. Bank's commands and files travel through. Data Security Controls are used to protect sensitive data utilizing key encryption and are based on 128-bit over SSL, DES3 or AES 256-CBC encryption standards. The current U.S. Bank standard is to use triple DES (128-bit key) algorithms via a "key exchange" process with U.S. Bank's customer. For the key exchange, each company provides a software "key" to ensure that the sessions established between companies are validated and authorized.
- **Access Controls**—This type refers to the user ID and password authentication that occurs before the State is allowed to log in to U.S. Bank's system and access their private mailbox. Access Controls restrict access and authorize capabilities to transfer data through use of passwords and/or scheduled data transmissions. Each data transmission service setup is provided with a secure password that authorizes the transfer of data between systems and the environment. It is the responsibility of each U.S. Bank customer to make sure this password is protected to the best of their ability.

Optional File-level Encryption
Optional file-level encryption provides a high level of security by using two levels of encryption to secure customer data. Files are first encrypted individually and then transmitted over an encrypted connection to and from U.S. Bank. U.S. Bank uses Pretty Good Privacy (PGP) as the file encryption technology.

PGP uses a pair of keys but does not use digital certificates. The State and the Bank exchange their own PGP keys to allow each party to encrypt or unencrypt the file. The key may be created with any validity period or may be non-expiring.

File-level encryption is not a required transmission security option. Customers are required to use DES3, 128-bit SSL or AES 256-CBC encryption with any U.S. Bank incoming or outgoing transmission otherwise known as "channel-level" encryption. U.S. Bank does not support open FTP.

SinglePoint Security

All ACH users are required to enter a user ID, password and Token number before gaining access to SinglePoint ACH. Tokens are small devices that randomly generate codes in synchronization with U.S. Bank's server-side security controls.

Users may have specific entitlements within SinglePoint ACH. ACH entitlements within SinglePoint include: Create Template, Approve Template, Initiate Batch & Approve Batch. Additional entitlements include the capability to view Confidential data, update transaction amounts and modify settlement accounts.

SinglePoint also allows setting user limits at per batch and cumulative daily levels for both initiating and approving batches. Finally, users must be entitled access to specific accounts and SEC codes to access or view those options in SinglePoint ACH.

Dial-up Connections

The first layer of security for dialup (async and existing bisync) transmissions is provided through the point-to-point connection.

The user ID (or login) is related to the State's Mailbox ID, but is not the same ID. The Mailbox ID is related to the login and the job that processes the file on the mainframe. Batch ID is the data set name. Each data set has a unique Mailbox ID. The password is embedded in the Batch ID. The password is encrypted on the mainframe. As the State connects to the system, they use their unique user ID. The system confirms that the user ID is valid. If the user ID is not valid, the connection ends. If the user ID is valid, the State uploads the file containing the Batch ID with the embedded Password and the Mailbox ID. The U.S. Bank security exit command for Mailbox, that is proprietary to U.S. Bank, verifies all the IDs and passwords before accepting the file into the mainframe. If any ID is found invalid, the connection is terminated.

g. Explain the number of users the State can have access the bidder's online system and how many users can be on the system at one time.

Response:

There is no limit to the number of State users.

h. Explain how online solution upgrades are handled.

Response:

System upgrades are automatically implemented within the application and are included as part of the State's maintenance fees. There are no special charges for upgrades.

i. Explain what time of day (CT) the information is retrieved from the ACH network and made available for current day reporting and how often the bank activity is updated.

Response:

Current day ACH detail information is updated on SinglePoint at 7:00 a.m. and 10:30 a.m. CT.

j. Have previous day information available by 8:00 AM CT.

Response:

U.S. Bank can provide previous day information at 8:00 a.m. CT, per the State's requirements.

k. Provide a detailed listing and samples of all reports available online. Explain how these reports can be customized.

Response:

Please refer to **Exhibits** section for **Current and Previous Day Reports**. These reports can be customized

l. Provide the ability to view, print, and download daily reports for previous day and current day activity in one (1) or more of the formats listed in Exhibit 1.

Response:

The following defines available formats, which reports are available in each format and provides additional format details.

- **BAI2**—All Previous Day and Current Day reports
- **CSV**—All Previous Day and Current Day reports
- **Fixed Length**—DDA Checks Paid Report only
- **PDF/Browser**—All Previous Day and Current Day reports (Asset-Based Loan reports are available in PDF or Browser.)
- **PDF-Green**—All standard Previous and Current day domestic reports; Information is arranged in two columns, with no page breaks and less transaction detail by default (users can filter to add page breaks and more detail)
- **Quicken, QuickBooks**—Previous Day Detail Report only
- **Readable CSV**—Previous Day Detail and Current Day Detail Report only (available by default for SinglePoint Essentials, and by entitlement for full SinglePoint). Contains following data fields: Date, Account, Transaction Type (Credit, Debit or Check number), Name [of transaction], Memo [some transaction detail], Amount
- **Text (TXT):**
 - Previous Day Summary and Detail Report
 - Previous Day Summary Report
 - Previous Day Detail Report
 - Current Day Summary and Detail Report
 - ACH Current Day Detail and Summary Report
 - Current Day Controlled Disbursement Report
 - Current Day Wire Detail Report
 - Lockbox Detail Report

m. List all the information on current day and previous day reports. Example: trace number, effective entry date, payment description, originator's company ID number and amount.

Response:

Current Day Standard Reports

- Current Day Summary and Detail
- Current Day Summary
- Current Day Detail (No list screens)
- ACH Summary and Detail
- Controlled Disbursement / Draft Summary
- Controlled Disbursement / Draft Detail
- Lockbox Summary
- Lockbox Detail
- Wire Detail
- Wire Detail New

Previous Day Standard Reports

- Summary and Detail
- Summary
- Detail
- DDA Checks Paid
- ACH Secured Funds Report
- ACH Return and NOC (in PDF and CSV)
- ZBA Daily Cash Report

n. Show an example where the ACH trace numbers are located. Example: on current day, previous day, or ACH received item addenda reports (whether translated or raw data).

Response:

The ACH system PAR number (trace number) is available through the ACH warehouse search function in SinglePoint. SinglePoint's ACH Warehouse Search service gives you inquiry access to the PEP+ ACH system database. You will be able to view the status of files you have submitted and view detailed information at the file, batch, item and addenda levels. It allows you to view detail related to ACH debits or credits that have affected your accounts. The service also gives you the ability to view addenda record information will assist you in applying your payments.

We also can provide new prior and current day option to have the unformatted addenda report.

o. The bidder will detail the process the State will use to export using a CSV format the daily bank activity from an online/internet based information reporting application, and in which format the bidder will allow the State to use. (Examples are listed in Exhibit 1 and the bidder must use one of the four formats)

Response:

Yes, SinglePoint exports current or previous day data into a comma-separated value (CSV) file, which is ideal for importing into other applications. A simplified Excel version is also available upon request.

p. Provide monthly analysis statements online and via email and/or USPS. Online reports must be downloadable in an editable file format.

Response:

U.S Bank SinglePoint offers the account analysis statement online as part of its special reports. Account Analysis statements are available on the ninth business day of each month and contain 12 months of history. We can also send the analysis statement via USPS to the State.

q. Explain the length of time data is retained and the process to retrieve it. Provide sample reports and information regarding data retention of transactions. Explain any options for extending the time frame on data retention.

Response:

45 days is our standard retention period for historical information. Current day reports are available for 10 days. Please refer to the Exhibits section for the following sample reports:

- Current Day Summary and Detail
- Previous Day Summary and Detail
- ACH Summary and Detail
- Wire Transfer Detail
-

Additional reports include:

- Daily Deposit Exception Report, which lists the locations that did not report deposit information that day.
- Location Entry Report, which identifies location deposit amounts, entry time and date.
- Daily Cash Concentration Divisional Report, which identifies location deposit amount with trace number by division and provides a grand total for all divisions.
- Daily Deposit Report, which lists deposits by location name, number and deposit amount(s). The State may choose to have additional fields of information for this report.
- Monthly Deposit Report, which details monthly deposits, including subtotals for each location and a grand total of all locations.

r. Explain if the State will have the capability to create templates for repetitive ACH transaction, and if so, how this functionality works.

Response:
 The State can create and maintain templates of repetitive transactions with SinglePoint ACH services. Templates can be set up by the State within minutes and do not require interaction with U.S. Bank's Implementation group.

s. Provide an online solution to initiate and complete wires and intrabank transfers with a back-up phone process.

Response:
 U.S. Bank offers the following wire transfer initiation methods:

- **U.S. Bank SinglePoint (SinglePoint)**—Our recommended solution, SinglePoint offers the flexibility of initiating wire transfers and accessing Wire Activity reports from any PC with internet access. It is a web-based solution that provides a single point of access for all treasury management needs, including information reporting and transaction initiation.
- **Voice initiation (Voice)**—Voice offers the flexibility of initiating wire transfers quickly, and provides a back-up process when a customer does not have access to a workstation.
- **Voice Recognition Unit (VRU)**—VRU is an option of Voice for customers who use Repeat Codes. Customers call the regular Voice option toll-free number and select option "6" on their touch tone phones to initiate wire transfers set up as Repeat Codes without the assistance of an operator.
- **Mainframe Batch Wire (Batch Wire)**—Customers use Batch Wire to transmit file(s) of multiple wire transfers quickly. Batch Wire is U.S. Bank's mainframe-based wire transfer service, designed for large volumes of outgoing domestic and international (USD and foreign currency) wire transfer activity via direct transmission. The Batch Wire initiation and approval process is controlled through the State's internally defined procedures and there are no U.S. Bank callbacks with this product.
- **Automated Standing Wire (AST)**—AST is a set of wire transfer instructions stored at U.S. Bank that automatically initiates and sends a wire transfer of a particular amount, at a scheduled date or day of the month, and selected time of day, to a predefined beneficiary. ASTs are sent based on the State's predefined directions.

t. Explain if same-day book transfers can be made and at what time the last transfer could be made for same day transactions.

Response:
 The cut-off time is 5:00 p.m. CT for same-day credit on incoming domestic wire transfers.

FR 3 – Return/Notification of Change Reporting

a. Describe in detail the methods by which agencies will receive ACH notifications of change and returned items.

Response:
 U.S. Bank offers three notification service options: SinglePoint, data transmission and fax. ACH returns are listed in SinglePoint with key data from the batch header and specific details about each item, including:

■ Company name and company ID number	■ Receiver's account number
■ Date and processing cycle of the item	■ Individual ID and name
■ Settlement date of the transaction	■ Amount
■ Transaction code	■ Return reason code and description
■ Originating RDFI	■ Addenda information

b.	If the State would need the Returns and Notifications of Changes sorted by company IDs, describe how multiple reports could be produced or obtained.
<p>Response:</p> <p>SinglePoint offers an automated NOC Update service. ACH transactions originated through SinglePoint that generate Notifications of Change (NOCs) from the receiving institution automatically update the ACH template in SinglePoint. SinglePoint reports transactions that were automatically updated by the Bank, based on NOC information.</p>	
c.	Describe when the Returns and Notifications of Change would be available for viewing. (Example: posting day, or next day after settlement of the ACH notification of change or return and what time CT)
<p>Response:</p> <p>The ACH Returns and NOC report include previous day settled items. Information about NOCs and returns is available on SinglePoint by 10:00 a.m. CT.</p>	
d.	Provide a separate file of returned items with the ability to view, print, and download the report.
<p>Response:</p> <p>There are two options for viewing previous day settled ACH Returns online:</p> <ul style="list-style-type: none"> ■ The ACH Settlement report ■ The ACH Return and NOC report <p>Each of these reports is available from SinglePoint's Special Reports menu. ACH Returns can also be reported back to the company via fax or transmission. The ACH Return Transmission reports previous day settled returns or current day returns that will settle at end of day and is available by 9:00 a.m. CT.</p>	
e.	Describe how the bidder can prepare a NACHA-formatted raw data file of ACH returns and Notifications of Change entries by specified company IDs.
<p>Response:</p> <p>U.S. Bank can provide the file per the State's requirements.</p>	
f.	Describe how the bidder will make an entry for each ACH return. Can the entries be made per return item? Describe how that return can be identified by the State.
<p>Response:</p> <p>U.S. Bank does not list post returns to bank statements. ACH items returned to U.S. Bank are summary posted to bank statements and appear as a single settlement item on the State's statement. Item detail or list posted returned items are on the ACH Settlement Report. This report contains all of the individual ACH settlements generated by the Bank for the previous day.</p>	

FR 4 – ACH Reversals/Deletes	
a.	Describe how reversals or deletions are accepted from multiple designated individuals at State agencies.
<p>Response:</p> <p>U.S. Bank's ACH Adjustment Service allows the State's agencies to amend an ACH file, batch or individual transaction that has been delivered to U.S. Bank, but not yet submitted for processing to the ACH Network Operator.</p>	

b. Describe how reversals/deletions are handled at the bank and what time frame (CT) the State is required to meet. Inform the State how the bank will handle reversed or deleted ACH transactions (i.e., by phone, FAX, or Internet).

Response
 The State may request deletions and reversals via fax. A standard bank supplied ACH Adjustment Request Form streamlines the input process and reduces the chance for entry errors. Adjustment requests may be made Monday through Friday 8:00 a.m. to 7:00 p.m. CT, with the exception of bank holidays, for same-business-day processing.

c. Explain the procedure the State would use to reverse an ACH payment that was credited to one bank account, but have the main relationship account debited.

Response:
 Reversals will always post to the same account as the original settlement account. Additionally, we are evaluating the option of offering the State the ability to select an alternative account.

d. Bidder is required to be capable of reversing or deleting individual transactions, batches, or entire files on behalf of the State in accordance with NACHA regulations. Explain this process.

Response:
 U.S. Bank can meet this requirement. A file, batch or item previously transmitted to the ACH Operator may be reversed up to five days after settlement date for errors specified under the NACHA rules and within the time frames specified by the rules.

- If the item, file or batch is still in the ACH warehouse and has not been released for processing, U.S. Bank processes the adjustment as requested.
- If the item, file or batch has already been processed, U.S. Bank attempts the adjustment or notifies the State that the adjustment may not be completed as requested.

e. Explain how the bank processes a reversal or deletion and how information is received at the bank. Include how quickly the entries would be made.

Response:
 Reversals received other than through the Adjustment Service, such as a file of transmitted reversals, will be processed during the next available processing cycle.

f. Describe how the confirmation for deletions and reversals is provided.

Response:
 To confirm deletions and reversals, a customer can:

- Call ACH Customer Service to amend a sent ACH file.
- Access SinglePoint's ACH Settlement Report details to make sure a deletion or reversal request occurred.
- The State can also view deletion and reversal requests online through the SinglePoint ACH Adjustment service.
- Note: All delete and reversals must be submitted within five days per NACHA rules. U.S. Bank is able to process return requests via a Letter of Indemnity process after the five day period.

g. Explain how the State can identify reversed or deleted entries the bank would make.

Response:
 Please refer to our response to **Question f** above for detail.

FR 5 – Settlement/Funding

a. Allow funding on settlement date.

Response:

U.S. Bank follows NACHA guidelines for posting ACH entries and making funds available on the effective date. U.S. Bank sends and receives files from the ACH Network Operators several times throughout the day.

b. Be able to process ACH credit and debit files for next day, two day, or ten day settlement date.

Response:

U.S. Bank will comply with this requirement.

Customer Input Method	Cut-Off Time		
	Same Day Settlement	Next Day Settlement	2 or more Days Settlement
Secure File Transmission	10:30 p.m. CT	10:30 p.m. CT	10:30 p.m. CT
Internet origination	9:00 p.m. CT	9:00 p.m. CT	9:00 p.m. CT

c. Explain when ACH credits would be available and when the money would be available to transfer.

Response:

ACH credits and debits, ledger and collected posting on the intraday postings, are posted twice daily, 3:00 a.m. CT and 5:00 a.m. CT.

d. Explain the order that the bank posts transactions. Example: credits post before debits.

Response:

Credits post first and then debits are posted. Credit transactions received during the morning processing window are posted by 9:00 a.m. CT and are considered collected. Debit transactions are memo-posted during processing windows and hard-posted at the end of the day, at which point the collected balance is affected.

e. Provide an online solution for electronic submission of NACHA formatted files; this includes multiple SEC formats for debit and credit transactions.

Response:

U.S. Bank SinglePoint ACH enables customers to originate ACH transactions online through a Web browser. SinglePoint is a full-service ACH application that creates, stores and originates ACH transactions from any location at any time. Unique features include:

- Robust, customizable import options supporting NACHA, CSV and fixed field file formats.
- An export function that sends ACH data from SinglePoint to other accounting applications.
- A function that automatically updates transactions with detail provided in Notifications of Change (NOCs).
- Option to send email notification of pending debits or credits to transaction receivers
- Recurring batch schedules for automated transaction initiation on a predetermined or custom schedule
- Ease of use: SinglePoint's interface pages, feedback messages and field and page help assist you with your entries
- Detailed audit and activity reports that track vital system and user information

f.	Detail the process for file balancing, verification, and confirmation.
<p>Response: The procedures include:</p> <ul style="list-style-type: none"> ■ Secure interactive voice response access with validation totals entered by customer followed by confirmation from bank that ACH file is received and processed <p>U.S. Bank offers touch-tone response access with validation totals followed by a confirmation from the Bank that the ACH file was received and will be processed. Customers can confirm receipt during a window beginning 30 minutes after validating control totals and ending one hour after control total validation. Customers can confirm through fax, email, transmission or manually by re-accessing the Interactive Voice Response (IVR) unit.</p> <ul style="list-style-type: none"> ■ Secure interactive voice response access with validation totals only <p>Customers originating through Direct Transmission can access the ACH File Confirmation System by touch-tone telephone. The customer enters transaction totals as prompted by an IVR. The IVR compares entered amounts with amounts on the file and confirms matches and discrepancies within 30 minutes of submission. The control totals and file should be submitted simultaneously. The customer calls into the service and selects the confirmation option to validate entered totals.</p> <p>The ACH File Confirmation process detects missing files by matching the control totals reported to U.S. Bank by the customer with the transmitted files. The ACH system detects duplicate files by comparing newly transmitted files with customer files processed in the prior 30 calendar days. U.S. Bank notifies customers by phone regarding any possible duplication or loss of files.</p>	

FR 6 – Fraud Prevention – ACH Filters/ACH Blocks	
a.	Bidder must describe in detail the filters or fraud prevention services available.
<p>Response: The ACH Block and Filter product, ACH Positive Pay or Business eCheck Block prevents fraud by protecting a customer from unauthorized externally generated ACH transactions posting to their account. Also, UPIC secure account identifier masks the State's account number, which allows the State to receive electronic credit payment without revealing sensitive bank information to their business partners. With the UPIC service, ACH debits are unauthorized and will be blocked from their account.</p>	
b.	Explain the bidder's ability to block all ACH debits on accounts, including consumer and corporate.
<p>Response: Yes, the ACH Block service effectively blocks all ACH debit transactions, except generated settlement items. The State can also configure the ACH Block Service to block all incoming credits.</p>	
c.	Explain if the bidder would allow the State to designate certain companies to debit the State's bank account and block all other companies.
<p>Response: Yes, the SinglePoint ACH Positive Pay service allows customers to have ACH debits matched to predetermined authorization records. The State can selectively accept ACH debits by using the ACH Positive Pay product in which various criteria are used to authorize some ACH debits and/or credits for posting while excluding others. The U.S. Bank filtering criteria, which may be used individually or in any combination, include:</p> <ul style="list-style-type: none"> ■ Trancode—Credits, debits or both. ■ Customer—Only allows transactions to post from a defined company identification number (ID) or company name. 	

- Dollar threshold—Sets exact or maximum dollar amount limit. For example, if a customer establishes a maximum limit of \$50,000, ACH Filter would allow all items up to \$50,000 to post. Items over that amount would be returned to the originator of the transaction.
- Date range—Allows a customer to authorize items to post between certain dates.
- Number of ACH transactions by vendor—Authorizes a specific number of ACH items by vendor. For example, the State can authorize ACH debits from a particular vendor to post six times. If a seventh item were submitted, it would be rejected.
- Single item—One-time item. For example, if the State has a maximum threshold on the account and is expecting a large dollar item, they can instruct the Bank to allow that item to post. Other items over the specified maximum amount will continue to be filtered out.
- Recurring item—Authorizes specific recurring items.
- SEC Code—ARC, POP, RCK WEB and TEL via U.S. Bank's Business eCheck Block service.

d. Explain how the State would notify the bank of an unauthorized debit on the State's bank account. Please explain how the State would pull the report and how the debit would show on the bank report.

Response:

The State can choose to receive information from the available ACH Block and Filter reports and access that information in SinglePoint. Alternatively, the State can search for exception items daily through the SinglePoint ACH Positive Pay service where the State can choose to search for Incoming Credits, Incoming Debits, or both when pulling a report.

FR 7 – Web-Based Application for RCK Entries

a. Provide an online solution to initiate RCK entries through the ACH network in an attempt to collect on insufficient funds checks.

Response:

U.S. Bank does not currently provide Returned Check Management service to the State Treasurer of Nebraska, nor do we have a means for providing this service in the future. However, as currently utilized by the State, U.S. Bank's Web-based SinglePoint ACH Origination module can be leveraged to manually originate RCK entries/transactions

b. Explain what security measures are put in place to authorize the RCK entry.

Response:

The State defines security levels for SinglePoint as part of the implementation process. Security levels are set at account, function and user levels. You can also set a dollar amount limit at the company level and individual user level for initiation, approval and send. Additional security controls, such as locking and confidentiality, prevent unauthorized users from modifying transaction detail or initiating invalid batches.

The implementation team at U.S. Bank establishes customer-defined security levels during setup. System administrators at the State site may change user and account security levels using SinglePoint's system administration service. By default, modifications by system administrators are subject to dual approval. Alternately, a customer may also request that implementation representatives at U.S. Bank complete desired security changes.

SinglePoint allows system administrator users to modify certain ACH security settings, including:

- General entitlement of user access to the ACH module in SinglePoint
- User-level transaction limits
- Global template and batch approvals
- Account and SEC code access (including RCK)

c. Explain how the RCK entry would show on the bank statement.

Response:

Not applicable.

FR 8 – Other

a. Explain what training options are available to new users. Please include if the training is in person, by phone and any charge associated for this service.

Response:

The State's Relationship Manager, Greer Almquist, and Treasury Management Consultant, Lisa Lefler, will ensure that training is done onsite in the most efficient way possible to enable the staff to receive training that provides knowledge and comfort with all U.S. Bank processes. We will ensure that the State has the level of expertise they need. It will be a hands on process, and with Lisa Lefler's office proximity to the State's offices, she will ensure your success. After appropriate training, there is an online help section, online manuals, and telephone training that can also be provided and as in the past there will not be a charge for the training services. Greer Almquist and Lisa Lefler will be the team that brings the many resources of U.S. Bank to the State. This will ensure that proper training occurs to make the transition and contract period a successful experience.

Once documents are signed, we will commence with the education and set up of products within the State. We will ensure that training will be done in the most efficient way possible onsite for your staff to be efficient in all aspects of the new services. We will utilize the implementation schedule as a timeline and will work with the State to ensure that the onsite training, web conferences, and audio training that will be done, are successful for the staff involved. We have worked with staff of various, state agencies and government entities across the country, and we have implementation and training down to a strategic science.

b. Describe the hours of customer service and what information customer service would be able to assist with.

Response:

U.S. Bank provides 24/7 customer service. Our Commercial Customer Service (CCS), led by Joni Nord, is available to assist the state. If CCS is unavailable, U.S. Bank has a 24-hour banking service available to assist the State.

c. Explain if the bank charges for use of uncollected funds. If so, please explain how the charge is calculated. The State will require these charges to be offset by earnings credit allowance.

Response:

If an account becomes overdrawn, overdraft fees are assessed whether or not the item is paid or returned. In most cases, the fees are charged through the analysis system and can be offset by the earnings credit allowance.

A charge for negative collected balances may also apply. The Negative Collected Balance for each day is totaled and divided by the number of days in the month to produce an Average Negative Collected Balance. The fee is calculated as follows:

$(\text{Average Negative Collected Balance} \times \text{Rate}) \times \text{Actual Days in the Month} / 360$

d.	For those accounts requiring collateralization, provide a monthly statement of pledged collateral. The statement is due by the 15th of the month and is to reflect the market value on the last business day of the previous month.
Response: U.S. Bank can comply with this requirement and will continue to provide a Federal Home Loan Bank Letter of Credit, as we have provided to the State since September 2013.	
e.	Provide credit limit for the day on State accounts of \$425 million. Largest to date was \$371,992,076.00 for one (1) day.
Response: U.S. Bank can comply with this requirement.	
f.	Provide debit limit for the day on State accounts of \$325 million. Largest to date was \$303,782,070.00 for one (1) day.
Response: U.S. Bank can comply with this requirement.	

Form A.3

Agency-Specific Functional Requirements – Lottery

Request for Proposal #NST021314

Each bidder must respond in a detailed manner to the following agency-specific requirements for Lottery.

a.	Process the EFT batch file from GTech, including confirmation of file accuracy and verification from bank of completed processing (including totals).
Response: U.S. Bank complies with this requirement. We understand the needs of the Nebraska Lottery and will continue to meet and exceed those needs. File Transmission Options The use of GTech may or may not be the most efficient way to transmit files to U.S. Bank. We would suggest that the Nebraska Lottery contemplate what transmission options are available and select the best method for its operations. These options are outlined on the Data Transmission Questionnaire provided as Exhibit J at the end of this proposal. U.S. Bank recommends direct data transmission delivery of the State's files. ACH files created on the State's application systems can be transmitted to U.S. Bank in NACHA format with a high level of security and reliability. Files sent to ACH by 10:30 p.m. CT are processed on the same day. U.S. Bank recommends SinglePoint ACH Origination services for complete online management and processing of ACH files.	

Lottery – Charitable Gaming

a.	Interface (accept electronic invoices) with GL Solution.
Response: U.S. Bank complies with this requirement. U.S. Bank's E-Payment Service is accessed from a payment link on the NEGAM's website. The link to the U.S. Bank website includes various data fields including the amount due along with invoice data. Currently E-Payment Service is setup to receive up to five invoices but the system has the ability to be configured for additional invoices, if desired. U.S. Bank provides a daily file of payments completed, with all pertinent posting information included. This daily remittance file is delivered within two hours of the selected cutoff time. Files can be transmitted via HTTPS or FTPS over the internet or Connect:Direct or FTP over an Internet VPN.	
b.	Process transactions in real time.
Response: U.S. Bank complies with this requirement. E-Payment Service offers the State the ability to send real-time payment confirmations (memo post) to NEGAM for each customer payment. This real-time service provides information to NEGAM via an https post immediately after a payment is completed by the State or a NEGAM representative.	

Form A.4
Agency-Specific Functional Requirements –NDR

Request for Proposal
#NST021314

Each bidder must respond in a detailed manner to the following agency-specific requirements for Department of Revenue

GENERAL	
a.	NDR currently utilizes eight (8) bank accounts, and reserves the right to add, eliminate, or combine accounts as needed. Bidder must allow online access to the bank accounts and both the current day and up to thirty (30) days of previous activity via an online information reporting solution. This information must be downloadable.
Response:	
U.S. Bank complies with this requirement. Current and previous day balance and transactional activity is available via SinglePoint Information Reporting services. Current day information is available for 10 days and previous day information is available for 45 days. Information is downloadable in the following file formats: BAI2, CSV, PDF, Quicken/Quickbooks and Text.	
ACH DEBIT ORIGATION SERVICES	
b.	Originate ACH debits from files provided to the bank from multiple sources.
Response:	
U.S. Bank complies with this requirement. U.S. Bank can accept ACH files from multiple sources, including those that are originated via E-Payment and those sent via ACH direct. Files originated via a third-party provider can be accommodated as well.	
c.	Deposit funds into State bank accounts as directed by NDR.
Response:	
U.S. Bank complies with this requirement. Each E-Payment Service and ACH Company ID is configured to deposit/settle funds to a single State bank account with U.S. Bank.	
ACH CREDIT PROCESSING SERVICES	
d.	Provide RDFI services, including depositing received funds into specified bank accounts and providing NDR with files containing offsetting credits.
Response:	
U.S. Bank complies with this requirement. Via an ACH Trap file process, U.S. Bank is able to deposit funds into specified bank accounts and provide NDR with files containing the offsetting credits and supporting detail that is necessary for appropriately applying/posting those incoming funds.	
e.	Retain existing UPIC numbers.
Response:	
U.S. Bank complies with this requirement. As the State's current ACH contract service provider, all existing UPIC numbers would be retained as a result of the ACH service contract remaining with U.S. Bank.	

OTHER CURRENT REQUIRED SERVICES	
f.	Combine electronic Posting or a Trap file of all ACH credit files received daily and all ACH debit originations from various application sources into one file and provide this file in NACHA standard CCD+ and PPD+ formats. This file must be available for FTP via SSL by 5 AM CT the day following the effective settlement date.
Response: U.S. Bank complies with this requirement.	
g.	Provide the State Treasurer's Office, through a mutually agreed electronic transmission method, the amount of receipted funds credited to those accounts designated by the State by open of business Central Time on the effective settlement date. The money must be available for withdrawal by 8:30 AM CT.
Response: U.S. Bank complies with this requirement.	
h.	The State Treasurer's Office reserves the right to handle all returned items for NDR. Returned items may not be netted from receipts. The State Treasurer's Office will return the payment through the ACH network
Response: U.S. Bank complies with this requirement. ACH Reversal/Deletion requests can be submitted by the State Treasurer's Office via the SinglePoint ACH Adjustment service, or by contacting U.S. Bank's Commercial Customer Service team for assistance.	
i.	Work with the NDR and its vendors to test debit and credit electronic funds transfers through the ACH system and test all components of auxiliary systems as requested by the NDR.
Response: U.S. Bank complies with this requirement. . A test ticket can be opened, at any time, with U.S. Bank's Managed File Services (MFS) transmission help desk for the purpose of testing debit and credit electronic funds transfers, as well as testing components of auxiliary systems as requested by the NDR.	
j.	Support CCD+ and PPD+ standard entry class codes. Discuss support for additional standard entry class codes.
Response: U.S. Bank complies with this requirement. . U.S. Bank can support all domestic standard entry class codes, as well as the IAT international code.	
k.	Allow taxpayers to initiate payments via IVR and web until 5:00 PM CT for next-day settlement. Discuss cut-off times and ACH processing schedules.
Response: U.S. Bank complies with this requirement. Taxpayers can initiate payments via web and IVR as late as 8:00 p.m. CT for next day settlement. Currently U.S. Bank offers four cut-off options, all of which provide for next day settlement. Those times include 1:00 p.m. CT, 3:00 p.m. CT, 5:00 p.m. CT, and 8:00 p.m. CT	
PAYMENT SCHEDULING SYSTEM	
i.	Address the requirements of the payment scheduling system as itemized in Section IV.D.3.d.i-vii.
Response: As the State's current E-Payment Service provider, U.S. Bank currently complies with these requirements.	

Form A.5
Agency-Specific Functional Requirements – Department of Labor

Request for Proposal #NST021314

Each bidder must respond in a detailed manner to the following agency-specific requirements for the Department of Labor.

a.	Ability to process files by 12:00 PM CT.																						
Response: U.S. Bank complies with this requirement.																							
b.	Update bank activity in a timely manner for same day transactions.																						
Response: U.S. Bank complies with this requirement. For current day data, information is available as soon as the previous day data is available (6:00 a.m. CT) and is updated throughout the business day until 5:00 p.m. CT. Updates occur throughout the day at different times for different applications and different processing sites.																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th style="text-align: left;">Type of Data</th> <th style="text-align: left;">Update Schedule</th> </tr> </thead> <tbody> <tr> <td>Wire transfer information</td> <td>Updated continuously and in real time.</td> </tr> <tr> <td>ACH data</td> <td>Updated twice during business hours: 7:00 a.m. and 10:00 a.m. CT.</td> </tr> <tr> <td>Book Transfers</td> <td>Updated in real time between the hours of 6:00 a.m. and 11:00 p.m. CT.</td> </tr> <tr> <td>Deposit reporting</td> <td>Continuous and updated according to site-specific schedules (from item processing).</td> </tr> <tr> <td>Checks paid</td> <td>Continuous and updated according to site-specific schedules. Comes from Check Capture/Image exchange for images of checks.</td> </tr> <tr> <td>Lockbox</td> <td>Continuous and updated according to site-specific schedules.</td> </tr> <tr> <td>Controlled Disbursement</td> <td>Data is updated twice daily according to the site schedule list in the table below.</td> </tr> <tr> <td>Foreign exchange trades and global trade transactions</td> <td>Updated at each login to SinglePoint.</td> </tr> <tr> <td>Federal Reserve Bank Settlement Activity</td> <td>Updated at each login to SinglePoint.</td> </tr> <tr> <td>Other items, such as ATM, phone and branch-initiated transactions</td> <td>Updated at each login to SinglePoint.</td> </tr> </tbody> </table>		Type of Data	Update Schedule	Wire transfer information	Updated continuously and in real time.	ACH data	Updated twice during business hours: 7:00 a.m. and 10:00 a.m. CT.	Book Transfers	Updated in real time between the hours of 6:00 a.m. and 11:00 p.m. CT.	Deposit reporting	Continuous and updated according to site-specific schedules (from item processing).	Checks paid	Continuous and updated according to site-specific schedules. Comes from Check Capture/Image exchange for images of checks.	Lockbox	Continuous and updated according to site-specific schedules.	Controlled Disbursement	Data is updated twice daily according to the site schedule list in the table below.	Foreign exchange trades and global trade transactions	Updated at each login to SinglePoint.	Federal Reserve Bank Settlement Activity	Updated at each login to SinglePoint.	Other items, such as ATM, phone and branch-initiated transactions	Updated at each login to SinglePoint.
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Other items, such as ATM, phone and branch-initiated transactions	Updated at each login to SinglePoint.																						

Form A.6 Agency-Specific Functional Requirements – Treasury Management

Request for Proposal #NST021314

Each bidder must respond in a detailed manner to the following agency-specific requirements for Treasury Management.

a.	Provide a secure website with dual authentication credentials to initiate ACH files for debit and credit programs.
<p>Response:</p> <p>U.S. Bank complies with this requirement. SinglePoint's powerful system administration features allow customers to control the permissions, limits and assignments that define ACH processing in their environment. Initiation of ACH batches/files (debits and credits) require dual authorization. A security waiver/agreement is necessary to bypass the dual authorization requirement on ACH batch initiation. The following table details the different levels of entitlements that grant access to functionality within ACH Origination.</p>	
Unit of Control	Settings
Users	<ul style="list-style-type: none"> • Login Access with token • SEC Code assignment • Access Domestic ACH Services (View only pages within account and SEC code entitlements, view reports) • Access International ACH Services (View only pages within account entitlements, view reports) • Template Create (and Modify and Delete) • Approve Templates • Modify Template (Amount, Addenda, Prenote/Hold) • Manage Receiver List • Assign and Access Locked Template Transactions • Batch Initiate, Approve (and Cancel) • Initiate Non-Repetitive Batch • Modify Batch (Amount, Addenda, Prenote/Hold) • Dollar limits per user batch; per user daily. Each limit can apply separately to initiation and approval • Account access • ACH NOC Update Report • Request Batch/Transaction Adjustment
Amounts	<p>Four basic user settings:</p> <ul style="list-style-type: none"> • Daily Cumulative Batch Initiation limits • Daily Cumulative Batch Approval limits • Per Batch Initiation • Per Batch Approval
Templates	Use template sharing to restrict access
Approvals	<ul style="list-style-type: none"> • Approve Template creation or modification • Approve Batch Initiation • Optional Secondary Approval Required <p>Note: Use of secondary approvals for templates and batches is always recommended.</p>

b. Permit TM staff to assign access levels to agency personnel to the online solution.

Response:

U.S. Bank complies with this requirement. The State's System Administrators define security levels for SinglePoint. Security levels can be set at account, function and user levels. The State can also set dollar amount limits at the company level and individual user level for ACH batch initiation and approval. Additional security controls, such as locking and confidentiality, prevent unauthorized users from modifying transaction detail or initiating invalid batches.

Modifications made by system administrators are subject to dual approval. Alternately, the State may request that implementation representatives at U.S. Bank complete desired security changes.

c. Receive ACH addenda online (both translated and raw data).

Response:

U.S. Bank complies with this requirement. ACH addenda is reported—both translated in a human readable format and in a raw data format—within the (Special) Reports section of SinglePoint Information Reporting, as found under the reports titled "EDI Remittance Report" and "EDI Supplement Report".



LARGE BANK

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

Public Disclosure

December 31, 2008

Community Reinvestment Act Performance Evaluation

U.S. Bank National Association
Charter Number: 24

425 Walnut Street
Cincinnati, Ohio 45202

Office of the Comptroller of the Currency
Large Bank Supervision
250 E Street S.W.
Washington, D.C. 20219

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

Definitions and Common Abbreviations

The following terms and abbreviations are used throughout this Performance Evaluation, including the CRA tables. The definitions are intended to provide the reader with a general understanding of the terms, not a strict legal definition.

U.S. Bank National Association: USB

Affiliate: Any company that controls, is controlled by, or is under common control with another company. A company is under common control with another company if the same company directly or indirectly controls both companies. A bank subsidiary is controlled by the bank and is, therefore, an affiliate.

Aggregate Lending: The number of loans originated and purchased by all reporting lenders in specified income categories as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the metropolitan area/assessment area.

Assessment Area (AA): A geographic area that consists generally of one or more MSAs or one or more contiguous political subdivision, such as counties, cities, or towns, in which the bank has its main office, branches, or deposit-taking ATMs.

Automated Teller Machine (ATM): an automated, unstaffed banking facility owned or operated by, or operated exclusively for, the bank at which deposits are received, cash dispersed or money lent.

Census Tract (CT): A small subdivision of metropolitan and other densely populated counties. Census tract boundaries do not cross county lines; however, they may cross the boundaries of metropolitan statistical areas. Census tracts usually have between 2,500 and 8,000 persons, and their physical size varies widely depending upon population density. Census tracts are designed to be homogeneous with respect to population characteristics, economic status, and living conditions to allow for statistical comparisons.

Community Development (CD): Affordable housing (including multifamily rental housing) for low- or moderate-income individuals; community services targeted to low- or moderate-income individuals; activities that promote economic development by financing businesses or farms that meet the size eligibility standards of the Small Business Administration's Development Company or Small Business Investment Company programs (13 CFR 121.301) or have gross annual revenues of \$1 million or less; or, activities that revitalize or stabilize low- or moderate-income geographies.

Effective September 1, 2005, the Board of Governors of the Federal Reserve System, Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation have adopted the following additional language as part of the revitalize or stabilize definition of community development. Activities that revitalize or stabilize:

- i. Low- or moderate-income geographies;
- ii. Designated disaster areas; or
- iii. Distressed or underserved non-metropolitan middle-income geographies designated by the Board, Federal Deposit Insurance Corporation, and the Office of the Comptroller of the Currency, based on:
 - a. Rates of poverty, density, unemployment, and population size, density, and dispersion if they help to meet essential community needs, including needs of low- and moderate-income individuals.

Community Reinvestment Act (CRA): the statute that requires the OCC to evaluate a bank's record of meeting the credit needs of its local community, consistent with the safe and sound operation of the bank, and to take this record into account when evaluating certain corporate applications filed by the bank.

Community Development Corporation (CDC): Nonprofit groups accountable to local residents that rebuild their communities through a wide range of housing, commercial, job development and other activities. A CDC's mission is normally focused on serving the needs of low- and moderate-income households. Resident control usually takes the form of board representation.

Community Development Financial Institution (CDFI): Specialized financial institutions that work in market niches that have not been adequately served by traditional financial institutions. CDFIs provide a wide range of financial products and services, including mortgage financing for first-time home buyers, financing for needed community facilities, commercial loans and investments to start or expand small businesses, loans to rehabilitate rental housing, and financial services needed by low-income households and local businesses. In addition, these institutions provide services that help ensure that credit is used effectively, such as technical assistance to small businesses and credit counseling to consumers. CDFIs include community development banks, credit unions, loan funds, venture capital funds, and micro-enterprise loan funds, among others.

Consumer Loan(s): A loan(s) to one or more individuals for household, family, or other personal expenditures. A consumer loan does not include a home mortgage, small business, or small farm loan. This definition includes the following categories: motor vehicle loans, credit card loans, home equity loans, other secured consumer loans, and other unsecured consumer loans.

Family: Includes a householder and one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption. The number of family households always equals the number of families; however, a family household may also include non-relatives living with the family. Families are classified by type as either a married-couple family or other family, which is further classified into 'male householder' (a family with a male householder and no wife present) or 'female householder' (a family with a female householder and no husband present).

Full-scope Review: Performance under the Lending, Investment, and Service Tests is analyzed considering performance context, quantitative factors (e.g., geographic distribution, borrower distribution, and total number and dollar amount of investments), and qualitative factors (e.g., innovativeness, complexity, and responsiveness).

Geography: A census tract delineated by the U. S. Bureau of the Census in the most recent decennial census.

Home Mortgage Disclosure Act (HMDA): The statute that requires certain mortgage lenders that do business or have banking offices in a metropolitan statistical area to file annual summary reports of their mortgage lending activity. The reports include such data as the race, gender, and the income of applications, the amount of loan requested, and the disposition of the application (e.g., approved, denied, and withdrawn).

Home Mortgage Loans: Includes home purchase and home improvement loans, as defined in the HMDA regulation. This definition also includes loans for multifamily (five or more families) dwellings, loans for the purchase of manufactured homes and refinancing of home improvement and home purchase loans.

Household: Includes all persons occupying a housing unit. Persons not living in households are classified as living in group quarters. In 100 percent tabulations, the count of households always equals the count of occupied housing units.

Limited-scope Review: Performance under the Lending, Investment, and Service Tests is analyzed using only quantitative factors (e.g., geographic distribution, borrower distribution, total number and dollar amount of investments, and branch distribution).

Low-Income: Individual income that is less than 50 percent of the area median income, or a median family income that is less than 50 percent, in the case of a geography.

Low-Income Housing Tax Credit (LIHTC): A program through which investors receive a credit against federal tax owed in return for providing funds to developers to help build or renovate housing for low-income households.

Market Share: The number of loans originated and purchased by the institution as a percentage of the aggregate number of loans originated and purchased by all reporting lenders in the MSA/assessment area.

Median Family Income (MFI): The median income determined by the U.S. Census Bureau every ten years and used to determine the income level category of geographies. Also, the median income determined by the Department of Housing and Urban Development (HUD) annually that is used to determine the income level category of individuals. For any given area, the median is the point at which half of the families have income above it and half below it.

Metropolitan Area: A metropolitan statistical area (MSA) or a metropolitan division (MD) as defined by the Office of Management and Budget. A MSA is a core area containing at least one urbanized area of 50,000 or more inhabitants, together with adjacent communities having a high degree of economic and social integration with that core. A MD is a division of a MSA based on specific criteria including commuting patterns. Only a MSA that has a population of at least 2.5 million may be divided into MDs. A metropolitan statistical area that crosses into two or more bordering states is called a multistate metropolitan statistical area (MMSA). Performance within each MMSA is analyzed separately as a full-scope review and receives its own ratings under the Lending, Investment and Service Tests provided the financial institution has its main office, branch, or deposit-taking ATM located in each applicable state making up the MMSA.

Middle-Income: Individual income that is at least 80 percent and less than 120 percent of the area median income, or a median family income that is at least 80 percent and less than 120 percent, in the case of a geography.

Moderate-Income: Individual income that is at least 50 percent and less than 80 percent of the area median income, or a median family income that is at least 50 percent and less than 80 percent, in the case of a geography.

Multifamily: Refers to a residential structure that contains five or more units.

Other Products: Includes any unreported optional category of loans for which the institution collects and maintains data for consideration during a CRA examination. Examples of such activity include consumer loans and other loan data an institution may provide concerning its lending performance.

Owner-Occupied Units: Includes units occupied by the owner or co-owner, even if the unit has not been fully paid for or is mortgaged.

Qualified Investment: A qualified investment is defined as any lawful investment, deposit, membership share, or grant that has as its primary purpose community development.

Rated Area: A rated area is a state or multistate metropolitan area. For an institution with domestic branches in only one state, the institution's CRA rating would be the state rating. If an institution maintains domestic branches in more than one state, the institution will receive a rating for each state in which those branches are located. If an institution maintains domestic branches in two or more states within a multistate metropolitan area, the institution will receive a rating for the multistate metropolitan area.

Small Loan(s) to Business(es): A loan included in 'loans to small businesses' as defined in the Consolidated Report of Condition and Income (Call Report) and the Thrift Financial Reporting (TFR) instructions. These loans have original amounts of \$1 million or less and typically are either secured by non-farm or nonresidential real estate or are classified as commercial and industrial loans. However, thrift institutions may also exercise the option to report loans secured by non-farm residential real estate as "small business loans" if the loans are reported on the TFR as non-mortgage, commercial loans.

Small Loan(s) to Farm(s): A loan included in 'loans to small farms' as defined in the instructions for preparation of the Consolidated Report of Condition and Income (Call Report). These loans have original amounts of \$500,000 or less and are either secured by farmland, or are classified as loans to finance agricultural production and other loans to farmers.

Tier 1 Capital: The total of common shareholders' equity, perpetual preferred shareholders' equity with non-cumulative dividends, retained earnings and minority interests in the equity accounts of consolidated subsidiaries.

Upper-Income: Individual income that is more than 120 percent of the area median income, or a median family income that is more than 120 percent, in the case of a geography.

General Information and Overall CRA Rating

General Information

The CRA requires each federal financial supervisory agency to use its authority, when examining financial institutions subject to its supervision, to assess the institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. Upon conclusion of such examination, the agency must prepare a written evaluation of the institution's record of meeting the credit needs of its community.

This document is an evaluation of the CRA performance of U.S. Bank National Association issued by the OCC, the institution's supervisory agency, as of December 31, 2008. The agency evaluates performance in AAs, as they are delineated by the institution, rather than individual branches. The agency rates the CRA performance of an institution consistent with the provisions set forth in Appendix A to 12 CFR Part 25.

Overall CRA Rating

Institution's CRA Rating: This institution is rated **Outstanding**.

The following table indicates the performance level of U.S. Bank National Association with respect to the Lending, Investment, and Service Tests:

Performance Levels	U.S. Bank National Association Performance Tests		
	Lending Test*	Investment Test	Service Test
Outstanding	X	X	X
High Satisfactory			
Low Satisfactory			
Needs to Improve			
Substantial Noncompliance			

The Lending Test is weighted more heavily than the Investment and Service Tests when arriving at an overall rating.

The major factors that support this rating include:

USB's lending performance is excellent. An excellent distribution of loans by income level of the borrower, excellent lending activity, excellent level of Community Development Lending that had a significantly positive impact on the rating, and a good geographic distribution of loans resulted in the Outstanding Lending Test rating.

- The excellent distribution of loans by income level of the borrower was the result of an excellent distribution of small business loans combined with good distributions of HMDA-reportable loans.

- Excellent lending activity is a result of lending market rank that exceeded deposit market rank, combined with lending volumes that are reflective of USB's resources and capacity. All nine of the Primary Rated Areas demonstrated excellent lending activity.
- All loan products demonstrated a good distribution by geography.
- Community Development lending had a significantly positive influence on the rating. Of the 38 full-scope areas we reviewed, Community Development lending had a significantly positive impact in 28 of the areas (74%), and a positive impact in five others (13%). In the remaining five assessment areas, the level of Community Development lending was considered neutral. On a combined basis, U.S. Bank originated over \$4.3 billion in Community Development loans during the evaluation period within its 24 state footprint which represents 29.6% of total Tier 1 Capital.

USB originated an excellent volume of qualified investments in the evaluation period. With those investments, USB demonstrated excellent responsiveness to the identified investment needs of its communities, particularly through investment vehicles that promote affordable housing for low- and moderate-income individuals. Additionally:

- USB's performance was consistently excellent throughout its assessment areas. In all areas that received full-scope reviews, USB's performance was excellent. In addition, in all areas that received limited-scope reviews, USB's performance was not inconsistent with the performance noted in the areas receiving full-scope reviews.
- USB's investments address a wide variety of needs across its assessment areas. The most significant focus of the investments is affordable housing for low- and moderate-income individuals, which USB addresses through a variety of means, including the purchase of low-income housing tax credits and mortgage-backed securities aimed at low- to moderate-income borrowers.
- USB's performance is excellent based on dollar volume alone. Also supporting that conclusion is the complexity of many of the investments. This was especially noted in its larger assessment areas where USB's investments were often a part of complex funding arrangements that involved numerous funding sources. USB has been a consistent leader in its investments in tax credit programs. The bank reports it is the largest single source of New Market Tax Credit investment activity in the nation and during 2008 was the third largest bank investor in the Low-Income Housing Tax Credit program.

USB's Service Test performance is excellent.

- The branch network is readily accessible to geographies and individuals of different income levels in the vast majority of the bank's assessment areas. Branch distribution is excellent in 24 of the 38 full-scope assessment areas. Access to banking facilities and services was further enhanced in several markets by offices that are located in middle- or upper-income census tracts but are generally across the street from low-income or moderate-income census tracts.
- USB's record of opening and closing branch offices has generally improved access. Within the full-scope areas, USB opened 93 offices while it closed 25. Only three of the closures within the full-scope areas were located in a low- or a moderate-income geography. Across the vast USB network, the bank opened a total of 169 branches during the evaluation period. USB closed a total of 42 branches; six located in low- or moderate-income census tracts. Many of the closures were because a lease expired

without renewal or the branch was located inside a grocery store or other retail facility that was closed.

- While branch hours vary by assessment area and within assessment areas, overall they do not vary in a way that inconveniences portions of the assessment areas, particularly low- and moderate-income geographies. Branches with longer hours tend to be those located in grocery stores and, in some assessment areas, grocery store branches are more often located in middle- and upper-income geographies.
- The fact that the same products and services are offered at each of the bank's branches was a positive consideration.
- We noted a good level of community development services in most (23 of the 38 full-scope areas) of USB's full-scope assessment areas. Employees in twelve of the full-scope assessment areas provided an excellent level of community development services. We found an adequate level of community development services in three full-scope assessment areas. The bank has made a significant commitment to providing financial services training to first-time homebuyers and youth. In some assessment areas, USB's services involve ongoing relationships with organizations that work on affordable housing and other necessary community development goals.

Description of Institution

U.S. Bank National Association (USB) is the lead bank of the U.S. Bancorp holding company. The current USB is the result of the February 27, 2001 merger between the former Minneapolis, MN based U.S. Bancorp and Cincinnati, OH based Firststar Corporation. Firststar acquired U.S. Bancorp, retained the U.S. Bancorp name, and moved its corporate headquarters to Minneapolis. USB's main office is in Cincinnati, OH, but the bank is managed out of Minneapolis.

USB is an interstate bank with over 2,500 banking offices located throughout 24 Midwestern and Western states. The bank has a total of 260 separate assessment areas within its geographic footprint. Within each state, we combined the nonMSA areas into single assessment areas for analysis purposes. This reduced the number of total assessment areas for analysis to 158. We are able to consolidate the data in each state's nonMSAs because they share common demographics for comparative measurement. The assessment areas include 13 multistate metropolitan statistical areas (MMSAs) that receive separate CRA ratings, and the remaining 145 assessment areas that were considered in developing the state ratings.

As of December 31, 2008, USB had total assets of \$262 billion and \$14.6 billion of Tier 1 Capital. Total loans represent 69% of total assets with the loan portfolio broken out as follows: 1-4 family residential real estate 27%, commercial 23%, consumer 19%, commercial real estate 11%, leases 7%, construction and development 6%, and 7% all other loans.

Significant subsidiaries of USB include merchant processing or payment services companies, mortgage companies, property management companies, leasing companies, trust companies, and a community development corporation.

USB made several acquisitions during the evaluation period, all within the existing 24 state footprint. USB purchased Vail Banks, Inc. in September 2006 which added 19 branch locations in Colorado. In June 2007, USB acquired United Financial Corp. in Great Falls, Montana which added 12 branches in Montana. USB purchased Mellon 1st Business Bank in California in June 2008. This was a middle market bank with seven offices in Southern California. Data from these acquisitions is included in our analysis. In late November 2008, USB announced that it acquired the banking operations of two failed thrifts headquartered in California. Because the acquisitions occurred at the end of the evaluation period, we did not include any data or include the additional assessment areas that resulted in the acquisition. The Downey Savings and Loan acquisition added 174 branches that included three new MSAs in Southern California and two new MSAs in Arizona. The 38 PFF Bank & Trust branches are in locations already included in USB's existing California assessment areas.

As of year-end 2008, U.S. Bancorp had total assets of \$267 billion and was the sixth largest financial holding company in the United States. U.S. Bancorp received \$6.6 billion of TARP funds during late fourth quarter 2008 which did not influence CRA performance at the bank level. Significant subsidiaries of U.S. Bancorp include this bank, one other nationally chartered bank - U.S. Bank National Association North Dakota (USBND), trust companies, a brokerage company, insurance companies, title company, and a company that invests in real estate projects designed to promote community welfare.

No subsidiaries or affiliate activities negatively impacted the bank's capacity to lend or invest in its communities. USB asked that investments made by its affiliated U.S. Bancorp Community Investment Corporation and the U.S. Bancorp Community Development Corporation be considered during this evaluation. USB also asked us to include consideration for grants made by its affiliated U.S. Bancorp Foundation. In addition, we included the lending efforts of USBND in our evaluation of retail lending efforts. USBND originates retail and small business loans for U.S. Bancorp. All applicable loans originated by USBND within USB's AAs are included in this Evaluation.

U.S. Bancorp, through its various subsidiaries, offers a wide variety of financial services focused out of its four primary business lines. These business lines are categorized as Consumer Banking; Payment Services; Private Client, Trust and Asset Management; and Wholesale Banking. Consumer Banking includes the delivery of more traditional products and services to the broad consumer market and small businesses through branch offices, telemarketing, online services, phone banking, direct mail, and automated teller machines (ATMs). Payment Services include consumer and business credit cards, corporate and purchasing card services, card-accessed secured and unsecured lines of credit, ATM processing, and merchant processing. Private Client, Trust, and Asset Management and Capital Markets include institutional trust, investment management services, mutual fund servicing, private banking, and personal trust. Wholesale Banking is lending, treasury management, corporate trust and other financial services to middle market, large corporate, and public sector clients. U.S. Bancorp is one of the largest providers of corporate and purchasing cards in the world and one of the largest providers of corporate trust services in the United States.

There are no known legal, financial, or other factors impeding the bank's ability to help meet the credit needs in its communities.

USB received an Outstanding CRA rating in its previous examination dated December 31, 2005.

Description of Evaluation Period

Evaluation Period/Products Evaluated

The evaluation period was January 1, 2006 through December 31, 2008. All reported HMDA and small business/small farm loans from this time period were included. We also included all investments, retail and community development services, and community development loans from this entire evaluation period.

The time period covered by this evaluation period was especially challenging in terms of events and circumstances affecting the national economy. The first two years of the evaluation period saw unprecedented increases in housing costs in most sections of the country, including most of USB's assessment areas. This had a significant impact on affordability in housing costs, especially for low- and moderate-income people wanting to purchase a home. By late 2007, the economy of the United States began to slip into recession. The snowballing effect of falling housing prices, rising unemployment, and turmoil in other financial sectors stifled the economy. Some states, such as California, Arizona, and Nevada where USB has numerous offices, reported a deterioration in housing prices well in excess of 30%. Lay-offs or threats of lay-offs contributed to mortgage delinquencies and the rise in foreclosures across the country. These circumstances made it more difficult to attract qualified loan applicants. For U.S. Bank, the impact of these economic changes saw the volume of loan originations for loan products evaluated under CRA drop significantly in 2008 compared to prior years.

USB makes very few multifamily real estate loans. As a result, we did not analyze this product. In most markets, USB makes few, if any, small farm loans. While some of USB's smaller markets had a sufficient quantity of farm loans to analyze, the majority of markets had very few. Therefore, small farm lending had no material impact on the Lending Test. If we included an analysis of small farm lending, it is noted in the narrative for the applicable rating area.

Selection of Areas for Full-Scope Review

With the exception of California, we completed a full-scope review in one assessment area in each state in which USB has an office. The area selected was typically the MSA that contained the largest percentage of USB deposits within that state. Refer to the "Scope" section under each State Rating for details regarding how the areas were selected. In California, we completed full-scope reviews in the Sacramento MSA and the Los Angeles-Long Beach-Glendale MD. The Sacramento MSA was the largest market in the state. We included the Los Angeles-Long Beach-Glendale MD as a full-scope area because its deposit base is not significantly smaller than Sacramento and the economy of Los Angeles has a significant impact on the economy of the entire state. In addition, we completed a full-scope review in every multistate metropolitan area in which the bank has branches in more than one state because this is required by the regulation.

Ratings

The bank's overall rating is a blend of multistate metropolitan area ratings and state ratings. Nine rated areas carried the greatest weight in our conclusions because these areas represent the bank's most significant markets in terms of deposit concentrations. In order of significance,

these areas were Cincinnati-Middletown, OH-KY-IL MSA; Minneapolis-St. Paul-Bloomington, MN-WI MSA; State of California; State of Wisconsin; St. Louis, MO-IL MSA; State of Washington; State of Colorado; Portland-Vancouver-Beaverton, OR-WA MSA; and the State of Ohio. These nine areas contain 74% of the bank's total deposits and are considered the Primary Rating Areas.

The state ratings are based primarily on conclusions reached in those areas that received full-scope reviews, but with consideration also given to the bank's performance in areas receiving limited-scope reviews. Refer to the "Scope" section under each state rating for details regarding how the areas were weighted in arriving at the overall state rating.

Data Integrity

As part of our ongoing supervision of the bank, we tested the accuracy of the bank's HMDA and CRA lending data. CRA data was accurate as reported. We have found errors involving certain critical fields with the 2006 and 2007 HMDA data. USB subsequently corrected all errors and resubmitted the revised data. The 2008 HMDA data was reported accurately.

We also reviewed the appropriateness of the community development investments the bank is reporting. Investments and community development loans and services considered during this evaluation have also been reviewed to determine that the dollar amounts are accurate and the activities, loans, and investments qualify as community development. The data shown on the Tables in Appendix D and the additional data provided for this evaluation are accurate.

Community Contacts

OCC Community Affairs Officers updated or completed 36 contacts in key AAs during the summer and fall of 2008. These interviews were made with low-income housing specialists, small business development centers, social service groups, and community action groups. We reviewed existing contacts made between 2006 and year-end 2008 with community groups, local government leaders, realtors, or business leaders within the various AAs. This included 80 community contacts previously completed by the OCC. We also reviewed comments pertinent to community development needs and opportunities or other economic factors impacting different communities that were contained in 47 PEs from other banks evaluated under the large-bank CRA process that were issued during the evaluation period and were located in cities within the USB footprint. Relevant comments from these sources were included as appropriate in our performance context considerations. Information from community contacts for the Primary Rating Areas is summarized, as needed, in the Community Profiles found in Appendix C.

Other Information

Assessment Areas - We determined that all assessment areas consisted of whole geographies, met the requirements of the regulation, reasonably reflected the different trade areas that the various branches could service, and did not arbitrarily exclude any low- or moderate-income areas.

Inside/Outside Ratio - We considered the volume of loans made inside USB assessment areas a positive factor in our evaluation of lending performance. We analyzed the volume of bank loan

originations or purchases within the bank's assessment areas at both the state and bank level. Our conclusions were based solely on bank originations or purchases and did not include any affiliate data.

At the bank level, 84% of all mortgage, 93% of all small business, and 83% of all small farm loans were made within USB assessment areas. On a combined basis, 90% of all reported loans were made within the bank's assessment areas. We factored the statewide in/out ratios, by product, into our geographic distribution analysis for each state. We noted that two states had one or two HMDA products in which the in/out ratio was less than 50%. These situations are discussed in the narrative section for the impacted states. We also noted that five states had in/out ratios for small farm loans less than 50%. As previously discussed, small farm lending is not a significant product line for USB, the overall number of loans involved is minimal, and small farm lending had little impact on the Lending Test rating.

Flexible Loan Programs - USB's use of flexible loan programs positively impacted its Lending Test performance. USB offers many nationwide loan programs that support affordable housing as well as programs that support small business and farms.

USB has over 130 affordable mortgage products providing opportunities in every state within the USB footprint. These products include national and local programs. Examples of nationwide products include the American Dream program, FHA and VA loans, in addition to various other fixed-rate products that promote affordable housing efforts. During the evaluation period, over 67,000 loans were originated using these products across the country totaling more than \$10.1 billion.

The American Dream program is a fixed-rate financing program that allows rehabilitation funds to be included. Borrowers must have income levels that are less than 80% of MFI but income limits are not enforced if the property is located in a low- or moderate-income census tract. The program allows for some flexibility in credit guidelines. There are no minimum credit scores and a borrower can not be rejected because of a lack of established credit history.

USB also uses down payment assistance programs in all states in which it operates. These programs vary in terms and conditions from state to state and community to community and for that reason are not included in the nationwide mortgage totals listed above but are listed in the specific assessment areas where they provided a positive impact on the Lending Test. All programs are aimed at providing affordable housing assistance to USB customers. During the evaluation period, the programs were used more than 6,000 times with grant assistance of nearly \$31.5 million.

USB has a unique program (the Private Placement Bond Program) that has provided an alternative funding source to many multifamily housing developers across the country. It is creatively structured to bring together interest-rate price advantages of tax-exempt municipal financing and the more traditional streamlined community development loan underwriting. It creates a lending mechanism that provides both tax-exempt interest rates and lower upfront financing costs. Essentially, USB purchases tax-exempt, municipality issued housing bonds that have been awarded to specific affordable housing developments. The bank provides the developer with the funds to build the project and the bond issuer provides tax-exempt status to

the financing. The developer pledges the bond as collateral. Because the bank finances the bond itself, there are no underwriter costs. The developer receives the lowest possible rate in the marketplace because the bank passes its tax savings back to the project at a greatly discounted rate of interest. This product is available in nearly all states in which USB operates and has been its flagship product in the affordable housing arena. During this evaluation period, USB made 190 of these private placements totaling \$797 million.

USB is also a major SBA lender, ranking third among SBA lenders nationally during 2008. During the evaluation period, USB generated 12,625 SBA loans totaling \$1.4 billion to small businesses nationwide. SBA loans can help a borrower to secure a business loan that they might not otherwise qualify for through normal lending channels without the government's guaranty. Some SBA loans assist with small-scale financing or start-up businesses. Other SBA programs provide loans to small businesses in historically underserved communities. There are SBA initiatives that help with economic development or revitalization of communities by the small business loans offered.

USB also provides support to small businesses through various local programs such as the California Capital Loan Guarantee Program which provides capital and development assistance to increase economic opportunities for underserved communities and persons with limited resources by offering a wide range of flexible financial products and services, including guarantees on qualifying credits. This program was originally customized for USB and is now used by other California banks. The program is a lending alternative for (primarily LMI) borrowers who do not qualify for traditional bank or SBA financing. USB made 173 loans under this program during the evaluation period totaling more than \$8 million.

The Washington State Linked Deposit Program is designed to help minority- and women-owned small businesses improve access to capital. The program links deposits of state funds at below-market interest rates to loans made to qualified minority and women-owned small businesses. USB provides loans with a corresponding interest rate reduction to the program's borrowers. USB generated 81 loans for more than \$30 million during the evaluation period under this loan program.

USB supports small farms by providing funding through the USDA Farm Service Agency Guarantee Loan Program. USB originated 125 loans totaling \$32.2 million in nine states during the evaluation period.

State sponsored agricultural programs are also offered, such as the Iowa Agricultural Development Authority program that helps provide access to capital for low-income and beginning farmers under the Iowa Beginning Farmer Program and the Loan Participation Program. USB finances Beginning Farmer loans in conjunction with the issuance of federal tax-exempt bonds and is able to charge the borrowers a below-market interest rate. During the evaluation period, USB generated 28 loans under these programs totaling more than \$4 million.

In addition to these specific programs, USB offers flexible loan programs tailored for specific assessment areas. These programs are considered as appropriate within the applicable assessment areas.

*Description of factors considered in our analysis under each performance test*Lending Test

For the various loan products considered under the Lending Test, we gave greater emphasis to small business lending which is a shift over previous examinations. With the HMDA products, we gave slightly greater weighting to home refinance loans than home purchase. These were the primary loan products for the bank. These weightings are reflective of the proportion of loans originated or purchased for the overall bank during the evaluation period. We gave secondary consideration to home improvement loans. In most markets, small farm lending did not factor into our analysis. Agricultural lending is not a primary product for this bank. In the few markets that had more than 50 small farm loans, we gave those loans secondary consideration.

In evaluating the bank's lending performance, we gave equal weighting to the geographic and borrower distribution components of the Lending Test. In many markets, the large volume of Community Development loans and the positive responsiveness of those loans to needs in the community were reasons to elevate the preliminary Lending Test rating for that area. These situations are described in the conclusions under each state or multistate MSA as appropriate.

In all markets, we did not analyze or draw conclusions on a particular loan product if less than 50 loans were made of that product type. Generally, we found that analysis on fewer than 50 loans did not provide meaningful conclusions.

In our analysis of the distribution of loans to geographies with different income levels, we gave greater consideration to the bank's performance in moderate-income tracts if there were a limited number of businesses or owner-occupied housing units in the low-income tracts.

In our analysis of borrower distribution, we considered the impact that poverty levels have on the demand for mortgages from low-income individuals. We considered the high cost and overall affordability of housing in some markets and the difficulty that low- or moderate-income applicants have in qualifying for home loans in those markets.

Investment Test

We gave primary consideration to the volume of investments and grants made during the current evaluation period. We also evaluated how responsive the investments were to identified community development needs. We gave secondary consideration to investments that were made in prior evaluation periods that remain outstanding. We applied minimal weighting to qualifying community development investments made in the broader or statewide areas outside of defined assessment areas. In completing our analysis, we found that USB demonstrated excellent performance for each assessment area based solely on the level of investments and grants and their respective responsiveness to identified needs, consistent with the bank's capacity. Therefore, we did not differentiate in our analysis of those statewide investments between those with potential to benefit the various assessment areas and those without the potential to benefit the AAs.

Service Test

We gave primary consideration to USB's performance in delivering retail products and services to its assessment areas. We placed greatest weight on the delivery of financial services and

products to geographies and individuals of different income levels through the bank's distribution of branches. We focused on branches in low- and moderate-income geographies, but also considered branches in middle- and upper-income areas that are nearby low- and moderate-income areas. We analyzed the distribution of deposit-taking ATMs by income level of census tract and gave positive consideration where the ATMs enhanced the access to banking services for low- or moderate-income individuals or geographies.

In addition to ATMs, USB offers other alternate delivery options for customers to use for banking services. This includes such things as 24 hour on-line banking, banking by mail, and banking by phone. USB offers mobile banking for customers that use Internet banking using a web-enabled mobile device. These alternative types of services are offered to all customers and are available throughout all USB markets. These options give customers great flexibility in choosing services that fit customer needs. USB did not have demographic information available to show that these systems improved delivery of services specifically to low- and moderate-income individuals or areas. As a result, we could not give any significant weighting on these other systems in our conclusions. But, as an indication of ease of customer access, USB provided us with information that during a 90-day period toward the end of 2008, over 3.2 million customers logged on to use USB on-line banking.

Where USB opened or closed branches within an assessment area, we evaluated the overall impact of the changes on the area. If no branches were opened or closed in an assessment area, we did not include that performance element in our analysis. We evaluated the range of services and products offered by all of the bank's branches. We specifically focused on differences in branch hours and services in low- and moderate-income geographies compared to those in middle- or upper-income geographies.

We evaluated the bank's record of providing Community Development services in assessment areas that received full-scope reviews. Our primary consideration in this review was the responsiveness to the needs of the community. Services that reflected ongoing relationships with organizations involved in community development are believed to have the most impact on the community and received the most consideration in our analysis.

USB offers a variety of retail or Community Development services that are noteworthy and available across the branch network. Some examples that are provided throughout the country include:

- USB offered an innovative retail service in response to several natural disaster emergencies. USB has a mobile branch that can be sent to a community where USB branches were destroyed or damaged by floods, tornados, fire, earthquake, or other disasters. This mobile unit temporarily replaces the damaged branch. It is self-contained and has its own generator, satellite connection, office space for a personal banker representative, teller stations, and an ATM. The mobile branch is ADA compliant.
- Many of the USB branches have staff proficient in languages other than English. Reports from the bank indicate that nearly 1,200 offices have bilingual staff members. These employees represent over 40 different languages. Bilingual representatives were available to deal with potential language barriers. We

considered the impact of this retail service in our conclusions for the various assessment areas involved.

- According to the United States Treasury Department (Bureau of Financial Management), USB is ranked as the third largest provider of Electronic Transfer Accounts (ETA). This type of account allows the recipient to receive direct, electronic deposits of government checks or assistance funds. It is considered an entry tool for those individuals that may be previously 'unbanked' or for those that may not otherwise qualify for a traditional checking account. Anyone who receives a Federal benefit, wage, salary, or retirement payment qualifies. The accounts can be converted to traditional checking accounts but participation in a financial education program is encouraged prior to conversion. As of year-end 2008, USB had 7,530 open ETA accounts. Over 46% of these account holders live in low- or moderate-income census tracts.
- USB is a major supporter of the Individual Development Account Saving Program (IDA). These are restricted savings accounts designed to help individuals with minimal assets save toward a predefined goal within a set period of time. Participants are given formal and informal training on managing and budgeting through financial literacy education programs. As an incentive to save, deposits into the accounts are typically matched with funds contributed by private or public community development groups or other community partners. Many USB staff provide the necessary financial literacy training to the account holders. USB has established 57 IDA programs with community partners across the country and had 1,875 open IDA accounts as of year-end 2008.
- Under the Employee matching Gift Program, the U.S. Bancorp Foundation matches employee's personal charitable donations, up to \$1,000 per employee per calendar year. Employees that serve in leadership roles for qualifying non-profit organizations are eligible for an additional contribution matching his or her charitable donation up to an additional \$2,000 per year. During the evaluation period, the U.S. Bancorp Foundation provided over \$4.2 million in matching grants. The financial contributions from the U.S. Bancorp Foundation were considered under the Investment Test for the applicable assessment areas while the employees' service to the non-profit organization was considered under the Community Development portion of the Service Test.

Fair Lending Review

We found no evidence of discriminatory or other illegal credit practices inconsistent with helping to meet community credit needs.

State of Nebraska Rating

CRA Rating for the State:	<u>Outstanding</u>
The Lending Test is rated:	<u>Outstanding</u>
The Investment Test is rated:	<u>Outstanding</u>
The Service Test is rated:	<u>Outstanding</u>

The major factors that support this rating include:

- Excellent geographic and borrower distributions combined with good lending activity in the full-scope area resulted in the Outstanding Lending Test rating. Community Development lending also had a significantly positive impact on the rating.
- Excellent responsiveness to the investment needs of the assessment area through the volume of qualified investments originated during the evaluation period.
- Excellent branch distribution and hours of service were the primary reasons for the Outstanding rating under the Service Test. In addition, bank employees provided a good level of Community Development services.

Description of Institution's Operations in the State of Nebraska

USB has seven AAs within the state. One of these is the Omaha-Council Bluffs, NE-IA MMSA which is rated separately from the rest of the state. The six remaining AAs include one MSA and five non-metropolitan areas. Excluding Omaha, USB has \$772 million of deposits in Nebraska which represents 0.60% of the bank's total deposits. As such, the state had minimal impact on the bank's overall CRA rating. Within Nebraska, the Lincoln MSA contains the largest concentration of USB deposits in the state with 57% of the state total. There are twelve USB offices and 23 deposit-taking ATMs in the Lincoln MSA. The Lincoln MSA offers a moderate level of community development opportunities. We combined the remaining non-metropolitan AAs and analyzed this area using limited-scope procedures.

LENDING TEST

Lending performance in the Lincoln MMSA is excellent. Performance in the limited-scope AA did not impact the Lending Test rating in the state.

Conclusions for Areas Receiving Full-Scope Reviews

Lending Activity - Lending activity is good. We noted that lending market shares lag significantly behind the deposit market share, but the bank generated a good volume of loans to small businesses. Loan rankings are generally good in light of the large number of competitors for loans. We did not analyze home improvement loans in evaluating this element of the lending performance criteria because of the limited number of loans USB made in 2007, the most recent year available containing the peer mortgage data necessary for analysis.

Distribution of Loans by Income Level of the Geography – The distribution of loans to geographies of different income levels is excellent. This is supported by excellent distributions

of all loan types. The distribution of HMDA-reportable loans is particularly impressive considering that only 0.63% of owner-occupied housing units are located in low-income census tracts. We did not identify any geographic gaps in lending.

Distribution of Loans by Income Level of the Borrower – The distribution of loans by income level of borrower within the MSA is excellent. We noted an excellent distribution of all loan types. The distribution of HMDA-reportable loans is impressive given that just over 8% of total households have incomes below the poverty level.

Community Development Lending – Community Development lending had a significantly positive impact on lending performance. USB originated seven CD loans totaling \$5 million, which represents 10% of allocated Tier 1 Capital. Measured in dollars, 76% of CD lending supported neighborhood revitalization and stabilization projects, 22% funded affordable housing developments for LMI residents and 2% supported CD service projects. An example includes the redevelopment of a 400 acre lot in a moderate-income census tract. The area was designated as blighted and targeted for redevelopment by the local government. The CD loan provided funding for sewer and water facilities in anticipation of future development which should help stabilize the area and provide employment. Another example is a loan to a local health care clinic for operating expenses. The clinic provides medical and dental services to uninsured and underinsured residents.

Product Innovation and Flexibility – USB's use of flexible or innovative loan programs had a positive impact on its Lending Test performance primarily due to 213 down payment assistance loans providing \$3.3 million in support for affordable housing needs in the area.

Conclusions for Areas Receiving Limited-Scope Reviews

Based on limited-scope reviews, Lending Test performance in the non-metropolitan AAs is not inconsistent with the excellent Lending Test performance noted for the State of Nebraska.

INVESTMENT TEST

USB's overall performance in the state is excellent. Based on a full-scope review, performance in the Lincoln MSA is excellent. Performance in the limited-scope AAs had no impact on the Investment Test rating for the State of Nebraska. USB's investment volume represents excellent responsiveness to the area's MSA's, particularly that of affordable housing.

Conclusions for Areas Receiving Full-Scope Reviews

USB's investment volume in the Lincoln MSA is excellent. During the evaluation period, USB made 46 investments in the MSA totaling \$3.6 million. As of year-end 2008, 20 prior period investments totaling \$1.9 million remained outstanding. These prior period investments add support for the assigned rating.

Conclusions for Areas Receiving Limited-Scope Reviews

Based on limited-scope reviews, Investment Test performance in the non-metropolitan AAs is not inconsistent with that noted in the state.

In addition to investments in the full- and limited-scope areas, USB originated investments that benefited areas of Nebraska other than its specific AAs. In the current evaluation period, it made eight such investments totaling \$19 thousand. The bank also has four prior period investments with remaining balances of \$550 thousand.

SERVICE TEST

Performance in the Lincoln MSA is excellent. Performance in the limited-scope AAs did not impact the Service Test rating for Nebraska.

Conclusions for Areas Receiving Full-Scope Reviews

The bank's branches are readily accessible to all portions of the MSA. USB does not have branches in the low-income census tracts of the MSA. For moderate-income tracts, the percentage of bank branches in those tracts exceeds the percentage of the population residing there. USB did not open or close any branches during the evaluation period. Services and products offered by bank branches are consistent across the branch network. Branch hours are excellent with extended hours in many offices. The hours are tailored to the needs of the different areas. The distribution of the bank's deposit-taking ATMs is good. There are no ATMs in low-income areas but the percentage of ATMs in moderate-income areas exceeds the portion of the population living there. USB provided a good level of community development services to the MSA, particularly for needed social services to LMI people.

Conclusions for Areas Receiving Limited-Scope Reviews

Based on a limited-scope review, Service Test performance in the non-metropolitan AAs is not inconsistent with the overall Service Test performance for the State of Nebraska.

Refer to Tables 1-15 in the Nebraska section of Appendix D for the facts and data that support all Test conclusions.

Charter Number 24
Table 1. Lending Volume

LENDING VOLUME		Geography: NEBRASKA						Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008				
MA/Assessment Area:	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA***
		#	\$(000's)	#	\$(000's)	#	\$(000's)	#	\$(000's)	#	\$(000's)	
Full-Review:												
Lincoln	51.30	3,529	385,064	1,896	64,096	12	980	7	5,025	5,444	455,165	57.49
Limited-Review:												
NE nonMSA	48.70	3,230	270,127	1,679	77,261	256	26,383	3	8,088	5,168	381,859	42.51
NE Statewide	0.00	0	0	0	0	0	0	0	0	0	0	0.00

* Loan Data as of December 31, 2008. Rated area refers to either the state or multistate MA rating area.

** The evaluation period for Community Development Loans is from January 1, 2006 to December 31, 2008.

*** Deposit Data as of June 30, 2008. Rated Area refers to either the state, multistate MA, or institution, as appropriate.

Table 2. Geographic Distribution of Home Purchase Loans

Geographic Distribution: HOME PURCHASE		Geography: NEBRASKA						Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008							
MA/Assessment Area:	Total Home Purchase Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	3,084	53.07	0.63	1.72	13.30	22.18	55.94	59.18	30.13	16.41	18.37	21.95	28.78	20.69	10.26
Limited-Review:															
NE nonMSA	2,727	46.93	0.00	0.00	2.34	3.04	74.45	75.98	23.22	20.98	19.96	0.00	25.33	20.89	17.05

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data.

** Home purchase loans originated and purchased in the MA/AA as a percentage of all home purchase loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied housing units in a particular geography divided by the number of owner occupied housing units in the area based on 2000 Census information.

Charter Number 24

Table 3. Geographic Distribution of Home Improvement Loans

Geographic Distribution: HOME IMPROVEMENT				Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008							
MA/Assessment Area:	Total Home Improvement Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	73	43.45	0.63	0.00	13.30	16.44	55.94	57.53	30.13	26.03	2.31	0.00	2.67	2.64	1.56
Limited-Review:															
NE nonMSA	95	56.55	0.00	0.00	2.34	1.05	74.45	70.53	23.22	28.42	5.02	0.00	4.76	4.35	7.51

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data.

** Home improvement loans originated and purchased in the MA/AA as a percentage of all home improvement loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied housing units in a particular geography divided by number of owner occupied housing units in the area based on 2000 Census information.

Table 4. Geographic Distribution of Home Mortgage Refinance Loans

Geographic Distribution: HOME MORTGAGE REFINANCE				Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008							
MA/Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	% Owner Occ Units***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	369	47.92	0.63	0.81	13.30	14.63	55.94	52.57	30.13	31.98	2.11	2.44	2.77	2.08	1.91
Limited-Review:															
NE nonMSA	401	52.08	0.00	0.00	2.34	2.49	74.45	77.31	23.22	20.20	3.55	0.00	5.56	3.43	3.82

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data (US).

** Home mortgage refinance loans originated and purchased in the MA/AA as a percentage of all home mortgage refinance loans originated and purchased in the rated area.

*** Percentage of Owner Occupied Units is the number of owner occupied housing units in a particular geography divided by number of owner occupied housing units in the area based on 2000 Census information.

Charter Number 24

Table 5. Geographic Distribution of Multifamily Loans

Geographic Distribution: MULTIFAMILY		Geography: NEBRASKA								Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008					
MA/Assessment Area:	Total Multifamily Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of MF Units***	% USB Loans	% MF Units***	% USB Loans	% MF Units***	% USB Loans	% MF Units***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	3	30.00	14.41	100.00	32.84	0.00	35.21	0.00	17.38	0.00	4.11	14.29	0.00	0.00	0.00
Limited-Review:															
NE nonMSA	7	70.00	0.00	0.00	11.89	14.29	57.14	71.43	30.97	14.29	5.26	0.00	0.00	7.14	0.00

Multifamily loan distribution includes Home Purchases, Home Improvement and Refinances.

* Based on 2007 Peer Mortgage Data (US).

** Multifamily loans originated and purchased in the MA/AA as a percentage of all multifamily loans originated and purchased in the rated area.

*** Percentage of multifamily units is the number of multifamily housing units in a particular geography divided by number of multifamily housing units in the area based on 2000 Census information.

Table 6. Geographic Distribution of Small Loans to Businesses

Geographic Distribution: SMALL LOANS TO BUSINESSES		Geography: NEBRASKA								Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008					
MA/Assessment Area:	Total Small Business Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Businesses***	% USB Loans	% of Businesses***	% USB Loans	% of Businesses***	% USB Loans	% of Businesses***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	1,896	53.03	2.30	2.32	27.37	33.07	41.89	38.19	27.22	25.05	5.27	5.47	7.48	5.12	4.11
Limited-Review:															
NE nonMSA	1,679	46.97	0.00	0.00	3.66	7.98	75.59	68.20	20.75	23.82	3.88	0.00	8.32	3.68	4.42

* Based on 2007 Peer Small Business Data – US.

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2007).

Charter Number 24

Table 7. Geographic Distribution of Small Loans to Farms

Geographic Distribution: SMALL LOANS TO FARMS			Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008								
MA/Assessment Area:	Total Small Farm Loans		Low-Income Geographies		Moderate-Income Geographies		Middle-Income Geographies		Upper-Income Geographies		Market Share (%) by Geography*				
	#	% of Total**	% of Farms***	% USB Loans	% of Farms***	% USB Loans	% of Farms***	% USB Loans	% of Farms***	% USB Loans	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	12	4.48	0.44	0.00	9.69	8.33	67.25	58.33	22.47	33.33	2.34	0.00	7.14	2.22	1.61
Limited-Review:															
NE nonMSA	256	95.52	0.00	0.00	0.90	0.00	85.52	82.42	13.59	17.58	2.84	0.00	0.00	2.69	3.91

* Based on 2007 Peer Small Business Data – US.

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Source Data - Dun and Bradstreet (2007).

Table 8. Borrower Distribution of Home Purchase Loans

Borrower Distribution: HOME PURCHASE			Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008								
MA/Assessment Area:	Total Home Purchase Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total**	% Families***	% USB Loans**	% Families***	% USB Loans**	% Families***	% USB Loans**	% Families***	% USB Loans**	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	3,084	53.07	17.18	37.50	19.02	36.85	26.09	15.52	37.71	10.13	2.69	8.10	3.67	1.83	0.74
Limited-Review:															
NE nonMSA	2,727	46.93	15.43	11.58	17.71	27.89	24.38	27.89	42.47	32.63	2.94	3.92	3.98	3.07	2.14

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data (US).

** As a percentage of loans with borrower income information available. No information was available for 85.48% of loans originated and purchased by USB.

*** Percentage of Families is based on the 2000 Census information.

Charter Number 24

Table 9. Borrower Distribution of Home Improvement Loans

Borrower Distribution: HOME IMPROVEMENT			Geography: NEBRASKA								Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008				
MA/Assessment Area:	Total Home Improvement Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	73	43.45	17.18	32.88	19.02	26.03	26.09	15.07	37.71	26.03	2.36	6.31	2.23	1.21	2.29
Limited-Review:															
NE nonMSA	95	56.55	15.43	3.16	17.71	24.21	24.38	28.42	42.47	44.21	5.15	1.23	8.27	4.26	5.46

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data (US).

** As a percentage of loans with borrower income information available. No information was available for 0.00% of loans originated and purchased by USB.

*** Percentage of Families is based on the 2000 Census information.

Table 10. Borrower Distribution of Home Mortgage Refinance Loans

Borrower Distribution: HOME MORTGAGE REFINANCE			Geography: NEBRASKA								Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008				
MA/Assessment Area:	Total Home Mortgage Refinance Loans		Low-Income Borrowers		Moderate-Income Borrowers		Middle-Income Borrowers		Upper-Income Borrowers		Market Share*				
	#	% of Total **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	% Families ***	% USB Loans **	Overall	Low	Mod	Mid	Upp
Full-Review:															
Lincoln	369	47.92	17.18	11.00	19.02	27.15	26.09	29.55	37.71	32.30	1.67	1.09	2.70	1.76	1.17
Limited-Review:															
NE nonMSA	401	52.08	15.43	6.76	17.71	19.73	24.38	30.27	42.47	43.24	3.41	1.76	3.08	3.10	3.95

Data shown includes only one to four-family and manufactured housing (property type 1 or 2).

* Based on 2007 Peer Mortgage Data (US).

** As a percentage of loans with borrower income information available. No information was available for 14.16% of loans originated and purchased by USB.

*** Percentage of Families is based on the 2000 Census information.

Charter Number 24

Table 11. Borrower Distribution of Small Loans to Businesses

Borrower Distribution: SMALL LOANS TO BUSINESSES		Geography: NEBRASKA			Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008				
MA/Assessment Area:	Total Small Loans to Businesses		Businesses With Revenues of \$1 million or less		Loans by Original Amount Regardless of Business Size			Market Share*	
	#	% of Total**	% of Businesses***	% USB Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$1,000,000	All	Rev \$1 Million or Less
Full-Review:									
Lincoln	1,896	53.03	63.80	69.46	95.20	2.00	2.80	5.27	8.19
Limited-Review:									
NE nonMSA	1,679	46.97	54.24	71.47	90.95	4.41	4.65	3.88	6.63

* Based on 2007 Peer Small Business (US).

** Small loans to businesses originated and purchased in the MA/AA as a percentage of all small loans to businesses originated and purchased in the rated area.

*** Businesses with revenues of \$1 million or less as a percentage of all businesses (Source Dun and Bradstreet - 2007).

**** Small loans to businesses with revenues of \$1 million or less as a percentage of all loans reported as small loans to businesses. No information was available for 12.14% of small loans to businesses originated and purchased by USB.

Table 12. Borrower Distribution of Small Loans to Farms

Borrower Distribution: SMALL LOANS TO FARMS		Geography: NEBRASKA			Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008				
MA/Assessment Area:	Total Small Loans to Farms		Farms With Revenues of \$1 million or less		Loans by Original Amount Regardless of Farm Size			Market Share*	
	#	% of Total**	% of Farms***	% USB Loans****	\$100,000 or less	>\$100,000 to \$250,000	>\$250,000 to \$500,000	All	Rev \$1 Million or Less
Full-Review:									
Lincoln	12	4.48	97.80	83.33	66.67	33.33	0.00	2.34	2.26
Limited-Review:									
NE nonMSA	256	95.52	97.20	98.05	66.02	25.00	8.98	2.84	3.19

* Based on 2007 Peer Small Business Data (US).

** Small loans to farms originated and purchased in the MA/AA as a percentage of all small loans to farms originated and purchased in the rated area.

*** Farms with revenues of \$1 million or less as a percentage of all farms (Source Dun and Bradstreet - 2007).

**** Small loans to farms with revenues of \$1 million or less as a percentage of all loans reported as small loans to farms. No information was available for 1.12% of small loans to farms originated and purchased by USB.

Charter Number 24

Table 14. Qualified Investments

QUALIFIED INVESTMENTS		Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008			
MA/Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full-Review:									
Lincoln	20	1,899	46	3,567	66	5,466	57.76	0	0
Limited-Review:									
NE nonMSA	17	827	155	2,602	172	3,429	36.23	0	0
NE Statewide	4	550	8	19	12	569	6.01	7	6,061

* 'Prior Period Investments' means investments made in a previous evaluation period that are outstanding as of the examination date.

** 'Unfunded Commitments' means legally binding investment commitments that are tracked and recorded by the institution's financial reporting system.

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM/BRANCH OPENINGS/CLOSINGS		Geography: NEBRASKA				Evaluation Period: JANUARY 1, 2006 To DECEMBER 31, 2008											
MA/Assessment Area:	Deposits	Branches						Branch Openings/Closings				Population					
	% of Rated Area Deposits in AA	# of USB Branches	% of Rated Area Branches in AA	Location of Branches by Income of Geographies (%)				# of Branch Openings	# of Branch Closings	Net change in Location of Branches (+ or -)				% of Population within Each Geography			
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full-Review:																	
Lincoln	57.49	12	41.38	0.00	25.00	50.00	25.00	0	0	0	0	0	0	3.32	21.12	49.31	24.05
Limited-Review:																	
NE nonMSA	42.51	17	58.62	0.00	5.88	82.35	11.76	0	0	0	0	0	0	0.00	3.73	74.53	21.74

US Bank

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Customer Analysis Statement

Statement Period: September 20XX

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SAMPLE COMPANY A

Account Number: 1-234-5678-9012

TOTAL CHARGE: \$3,197.86

The Total Charge will be assessed to account
1-234-5678-9012 in the month of October.

Direct inquires to: Commercial Customer Service at 1-
866-483-3335.

To help ensure the accuracy of your service activity, please review this statement promptly and compare it to your records. You must report any discrepancies within 60 days of the date this analysis statement is mailed or made available to you. After 60 days your service activity and billing will be deemed correct.

News For You

Stay current on treasury management topics with U.S. Bank TM Forum eNewsletter. To receive a free, quarterly copy of TM Forum, send your email to tmforumnewsletter@usbank.com and write 'subscribe' in the subject line.

Consolidated Analysis Summary

SAMPLE COMPANY A	Lead Account Number	1-234-5678-9012
	Negative Collected Rate	12.25%
	Reserve Adjustment Rate	10.00%
	Settlement Frequency	Monthly
	Settlement Period	September 20XX

Balance Summary

Average Ledger Balance	\$	0.00
Average Float	-	0.00
Average Collected Balance	=	0.00

Settlement Analysis

Average Collected Balance	\$	0.00
Collected Balance Available for Earnings Credit Services	=	0.00
Earnings Credit Based Service Charges	-	3,197.86
Current Month Surplus/(Deficit) Position	=	(3,197.86)
Net Service Charges	\$	(3,197.86)

The Reserve Adjustment deduction on your analyzed account statement may not necessarily reflect the actual reserves incurred by U.S. Bank.



Service Activity Detail - Summary

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
Depository Services				
Account Maintenance	1	6.50000	6.50	0
Electronic Credits	45	0.25000	11.25	0
Electronic Debits	149	0.15000	22.35	0
Check Filter Monthly Maint	1	0.00000	No Charge	0
Subtotal: Depository Services			<u>40.10</u>	
SinglePoint				
Sp Current Day Detail - Acct	1	9.00000	9.00	0
Sp Current Day Per Item	360	0.03500	12.60	0
Sp Previous Day Detail - Acct	1	55.00000	55.00	0
Sp Previous Day Per Item	429	0.07000	30.03	0
Account Analysis Report	1	10.00000	10.00	0
Monthly DDA Statement	1	5.00000	5.00	0
ACH Return And NOC Report	1	5.00000	5.00	0
Sp Token Monthly Maintenance	4	3.00000	12.00	0
Sp Book Transer Mo Maintenance	1	0.00000	No Charge	0
Sp ACH Monthly Maintenance	1	30.00000	30.00	0
Sp Wires Monthly Maintenance	1	30.00000	30.00	0
Subtotal: SinglePoint			<u>198.63</u>	
Wire Transfers				
Wires Monthly Pin Maintenance	1	0.00000	No Charge	0
Subtotal: Wire Transfers			<u>0.00</u>	
Zero Balance Accounts				
ZBA Subsidiary	1	20.00000	20.00	0
Subtotal: Zero Balance Account			<u>20.00</u>	

* For statements with more than one account, the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.

Service Activity Detail – Summary (CONTINUED)

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
ACH Service				
ACH Monthly Maintenance	2	Maximum	25.00	0
ACH Originated Addenda Item	4,387	0.03000	131.61	0
ACH Settlement Report No Maint	4	Maximum	20.00	0
ACH Process Run	137	Maximum	200.00	0
ACH Orig Not On-US Item	32,447	0.03500	1,135.64	0
ACH Originated On-US Item	5,528	0.03500	193.48	0
ACH File Confirmation Email	306	1.25000	382.50	0
ACH Received Item	5	0.20000	1.00	0
ACH Filter Mthly Maint	1	15.00000	15.00	0
ACH Return Per Item	49	3.75000	183.75	0
ACH Notification of Change	74	3.25000	240.50	0
ACH Return/NOC Faxed	123	2.00000	246.00	0
Business Echeck Block No Maint	1	8.00000	8.00	0
ACH Item Adjustment Request	6	20.00000	120.00	0
Sp ACH Not On-US Item	11	0.15000	1.65	0
Sp ACH Process Run	10	2.00000	20.00	0
Subtotal: ACH Service			<u>2,924.13</u>	
Earnings Credit Based Service Charges			3,197.86	
Total Service Charges			<u>3,197.86</u>	

* For statements with more than one account, the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.

Calculations and Definitions

Collected Balance Required: Earnings Credit Based Service Charges OR Total Charge ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Current Month Multiplier: 1.00 ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Charge for Negative Collected Balance: Average Negative Collected Balance × Negative Collected Balance Rate × Actual Days in Month ÷ 360

Earnings Credit: Collected Balance Available for Earnings Credit Services × Earnings Credit Rate × Actual Days in Month ÷ Actual Days in Year

Average Negative Collected Balance: On a daily basis, your ending collected balance is either positive or negative. If the ending ledger balance minus any uncollected funds (float) is less than zero, then your daily ending collected balance position is negative. At the end of the month, the daily negative collected balances are combined and divided by the number of days in the statement period.

Average Positive Collected Balance: If the ending ledger balance minus any uncollected funds (float) is greater than zero, then your daily ending collected balance is positive. At the end of the month, the daily positive collected balances are combined and divided by the number of days in the statement period.



200 S 6th St. / EP-MN-L18B
Minneapolis, MN 55402

Customer Analysis Statement

Statement Period: September 20XX

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Customer Settlement Page

Monthly Balance	Oct 0X-1	Nov 0X-1	Dec 0X-1	Jan 0X	Feb 0X	Mar 0X	Apr 0X	May 0X
LEDGER BALANCE	11,984	11,558	150,003	10,333	1,459	0	0	0
LESS: FLOAT	0	0	0	0	0	0	0	0
AVG COLL BAL	11,984	11,558	150,003	10,333	1,459	0	0	0
NEG COL BAL	0	0	50,135	0	0	0	0	0
POS COL BAL	11,984	11,558	200,138	10,333	1,459	0	0	0
RESERVES	1,198	1,156	20,014	1,033	146	0	0	0
FEE BSD COL BAL	0	0	0	0	0	0	0	0
COL BAL FOR EC	10,785	10,403	180,124	9,300	1,313	0	0	0
NONINT TIME DEP	0	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0	0
COL BAL AFTR CR	10,785	10,403	180,124	9,300	1,313	0	0	0
EARN CRED RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EARNINGS CREDIT	0	0	0	0	0	0	0	0
INT PAID ON BAL	53	49	876	45	6	0	0	0
NET EARN CREDIT	0	0	0	0	0	0	0	0
EC BASED SC	3,905	2,846	3,592	3,081	2,740	3,016	2,925	3,184
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0	0
CUR MO SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CF EC SUR/DEF	0	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0	0
TOT SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CR BAL DEF FEE	0	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0	0
NET SERVICE CHG	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -

Monthly Balance	Jun 0X	Jul 0X	Aug 0X	Sep 0X	Sep 0X-1	Average	Period to Date
LEDGER BALANCE	0	0	0	0	1,011	15,445	1,310
LESS: FLOAT	0	0	0	0	0	0	0
AVG COLL BAL	0	0	0	0	1,011	15,445	1,310
NEG COL BAL	0	0	0	0	11,466	4,178	0
POS COL BAL	0	0	0	0	10,456	19,623	1,310
RESERVES	0	0	0	0	1,046	1,962	131
FEE BSD COL BAL	0	0	0	0	0	0	0
COL BAL FOR EC	0	0	0	0	9,410	17,660	1,179
NONINT TIME DEP	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0
COL BAL AFTR CR	0	0	0	0	9,410	17,660	1,179
EARN CRED RATE	00.00%	00.00%	00.00%	00.00%	00.00%	00.00%	00.00%
EARNINGS CREDIT	0	0	0	0	0	0	0
INT PAID ON BAL	0	0	0	0	44	86	6
NET EARN CREDIT	0	0	0	0	0	0	0
EC BASED SC	2,969	2,911	3,466	3,198	4,788	3,153	3,054
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0
CUR MO SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CF EC SUR/DEF	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0
TOT SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CR BAL DEF FEE	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0
NET SERVICE CHG	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -



U.S. Bank Data Transmission Questionnaire (DTQ)

For questions call 651-962-1925

*Denotes required information for data transmission with U.S. Bank.

Section A: Customer Information			
*Customer Business Name:		*Phone:	Fax:
*Street Address:		*City, State, Zip:	
*U.S. Bank Business Contact:		*Phone:	*E-mail:
*Form Completed By:	Requested Testing Date:	Requested Production Date:	
Section B: File Transmission Contacts			
*Does this Customer/ Transmitter currently have file transmissions in place with U.S. Bank?		<input type="checkbox"/> YES <input type="checkbox"/> NO	If YES, Please enter the User ID if known:
*Name of Transmitting Company (Self or 3 rd Party Transmitter):			*Phone:
*Street Address:		*City, State, Zip:	
*E-mail:		Fax:	
1. Transmission Testing Contacts (who to contact for initial connectivity)			
*PRIMARY:		SECONDARY:	
*Phone:		Phone:	
*E-mail:		E-mail:	
2. Application Testing Contacts (who to contact for file format testing)			
*PRIMARY:		SECONDARY:	
*Phone:		Phone:	
*E-mail:		E-mail:	
3. Production Support Contacts (who to contact for production support)			
*PRIMARY:		SECONDARY:	
*Phone:		Phone:	
*E-mail:		E-mail:	
Section C: File Transmission Method			
PLEASE SELECT ONE:		See "Appendix A" for detailed file transmission descriptions	
Internet:	<input type="checkbox"/>	HTTPS	
	<input type="checkbox"/>	FTPS (SSL)	
	<input type="checkbox"/>	SFTP (SSH)	
	<input type="checkbox"/>	AS2 (This protocol not available for Image Cash Letter)	
Internet VPN:	<input type="checkbox"/>	FTP	
	<input type="checkbox"/>	Connect:Direct (This protocol not available for Image Cash Letter)	
Request Assistance:	<input type="checkbox"/>	Please Contact:	Phone:
Section D: Additional Comments			



U.S. Bank Data Transmission Questionnaire (DTQ)

Appendix A

U.S. Bank offers these file transmission solutions. For questions contact us at 651-962-1925.

Internet

HTTPS – A secure means of transferring data using Hypertext Transfer Protocol Secure (HTTPS) with Secure Socket Layer (SSL) encryption.

For this easy to use solution, you will be given a user ID and password to logon to our secured DDS transmission website to send and receive files over the Internet.

Security and Benefits:

- Transmissions are encrypted using 128-bit SSL encryption
- ID and password are encrypted and authenticated to allow confidential access to your data
- No network or firewall changes required for this option

Requirements:

- Web browsers utilizing 128-bit SSL encryption (i.e. Internet Explorer version 5.5 or higher, Netscape version 5.0 or higher)

Optional:

- Pretty Good Privacy (PGP) encryption (SSL required) (additional fees may apply)
- Customer's staff or their software/service vendor could automate transmissions

FTPS (SSL) - File Transfer Protocol Secure (FTPS) with 128-bit SSL encryption.

Security and Benefits:

- Transmissions are encrypted using 128-bit SSL encryption
- ID and password are encrypted and authenticated to allow confidential access to your data

Requirements:

- FTPS software clients with 128-bit SSL encryption ("Passive Mode" may be required)

Optional:

- PGP encryption (SSL required) (additional fees may apply)
- U.S. Bank can initiate the session to send (push) files
- Customer's staff or their software/service vendor could automate transmissions

SFTP (SSH) - Secure File Transfer Protocol (SFTP) with Secure Shell.

Security and Benefits:

- Transmissions are encrypted using AES 256-CBC encryption techniques
- SSH encrypts authentication and data before sending it over the open network

Requirements:

- SFTP software clients with password or SSH public key

Optional:

- PGP encryption (SSH 2.0 required) (additional fees may apply)
- U.S. Bank can initiate the session to send (push) files
- Customer's staff or their software/service vendor could automate transmissions

Applicability Statement 2 (AS2) - A specification for securely exchanging files over the Internet using Multipurpose Internet Mail Extensions (MIME) and HTTP.

Security and Benefits:

- Transmissions are encrypted to ensure only the sender and receiver can view the data
- Designed to push files securely and reliably over the Internet
- Digital signatures ensure authentication
- Non-repudiation of receipt confirms that intended party received the file

Requirements:

- Certified AS2 software packages – see <http://www.drummondgroup.com>
- Supports up to a 100 Megabyte file before compression

Optional:

- File compression

Other:

- This protocol is not available with U.S. Bank's Image Cash Letter product.



Internet VPN *Strongly recommended for large files over 2 Gigabytes*

FTP - A communication protocol governing the file transfer between computers over a TCP/IP network.

Security and Benefits:

- Site-to-Site Internet Protocol Security (IPsec) encrypted tunnel
- ID and password are encrypted and authenticated to allow confidential access to your data

Requirements:

- Native FTP software clients
- U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes

Optional:

- PGP encryption (VPN required) (additional fees may apply)
- U.S. Bank can initiate the session to send (push) files
- Customer's staff or their software/service vendor could automate transmissions

Connect:Direct - Software used for assured delivery of files over the Internet.

Security and Benefits:

- Site-to-Site IPsec encrypted tunnel
- Advanced security options for perimeter authentication, data privacy and integrity

Requirements:

- Sterling Commerce Connect:Direct software
- U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes

Optional:

- Sterling Commerce Connect:Direct software
- U.S. Bank requires a primary and a redundant VPN network connections for disaster recovery purposes

Other:

- This protocol is not available with U.S. Bank's Image Cash Letter product.

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Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: _____

I, _____, HEREBY CERTIFY that I am _____ of _____ ("Customer"). I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

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

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



Master Services Agreement (Governmental Entities)

MONEY CENTER AND SAFEKEEPING SERVICES:

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

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

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

OTHER SERVICES:

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

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



Master Services Agreement (Governmental Entities)

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the _____ day of _____, 20 _____.

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
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Contract Signer
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Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____

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U.S. Bank Services

Terms and Conditions

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

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

U.S. Bank National Association
Member FDIC

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I. INTRODUCTION

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

3. Change of Terms/Amendments to Agreement. Bank may change the terms of this Agreement at any time upon reasonable written or electronic notice to Customer or by any other method permitted by law. Any and all amendments to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third Party Beneficiaries/Third Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims,

demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Transferable Record. The Agreement and the Implementation Documents are each a "transferable record" as defined under applicable law relating to electronic transactions. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document that is an authoritative copy as defined under such law. Bank may store the authoritative copy of such Agreement and Implementation Document and then destroy the paper original as part of Bank's normal business practices. Bank may control and transfer such authoritative copy as permitted by such law.

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

7. Disclaimer of Warranties. NOTICE: BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

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

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

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

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained.

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

5. Fees. Unless otherwise agreed by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or assessed on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without

prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Bank will first attempt to recover such amounts from the account associated with the debt. If the available balance of such account is insufficient to compensate Bank, Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this section.

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

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

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the U.S. Bank Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing Agents to act on behalf of Customer in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving Customer's instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) designated in the U.S. Bank Master Services Agreement or equivalent document shall appoint Agents to use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice or electronic notice (if permitted by Bank) and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice or electronic notice (if permitted by Bank) and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Check Samples. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents, signature cards, corporate resolutions and other documents and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Bank and Customer shall agree to one or more security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures and that such security procedures are commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled

by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives protected health information that requires the execution of a business associate agreement.

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

e. Fraud prevention measures. Bank offers certain products and Services such as Positive Pay and account blocks or filters that are designed to detect or deter fraud. Failure to use such Services could substantially increase the likelihood of fraud. If Customer fails to implement any of these products or Services, or if Customer fails to follow these or other precautions reasonable for its particular

circumstances, Customer agrees: (i) it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

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

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, certain ACH transactions such as returns or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established cutoff deadlines may be treated by Bank as received on the next Business Day. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under

no obligation to honor, either in whole or in part, any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or
- e. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

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

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

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

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password protected Web site or database. Customer acknowledges that Account Communications provided by Bank through electronic delivery

is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Communications. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

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

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to a Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, terrorist act, equipment breakdown, electrical or mechanical failure, acts of nature, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

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

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

c. **Jurisdiction and Venue.** Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue

is inconvenient and agrees to bring litigation commenced in connection with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

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

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

24. Necessary Third Party Service Providers.

a. Third Party Networks. Some Services are provided by Bank through access to a third party network. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound with such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's Web site, if requested or appropriate.

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

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

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

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs

in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this Agreement or any financing arrangement with Bank; (f) Customer fails to comply with security procedures or fails to provide financial information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section 1.2. of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2. below.

2. Terms of Use.

Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's Web site(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the Web site. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the Web site ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with section II.25 hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any Web site or notices of changes to such Terms of Use provided in accordance with this section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Without limiting the foregoing, Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Bank reserves the right to reject any transaction or service request that is not made in accordance with its security procedures. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, establishing authority levels, establishing authorization requirements, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Customer's designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice.

4. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and

communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and Web sites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

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

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

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

5. Disclaimer of Warranties. NOTICE: BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

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

A. E-PAYMENT SERVICE

Customer may select the E-Payment Service that would allow its customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system, a 'live' call center, or a bill payment kiosk. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules.

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

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

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

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank may rely on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and MasterCard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Integrated Voice Response (IVR). To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a

toll-free number provided by Bank or Customer. Customer shall have previously forwarded a one-time file of existing Payers ("pre-registration file") to Bank. In order to make a payment via the IVR system, Payers are required to input information that matches their user information in the pre-registration file.

4. Call Center. If this option is selected by Customer, Payers may make a payment by phone by calling a 24-hour call center and speaking to 'live' Bank personnel. Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated.

5. Payer Authorization. If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the payment data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer.

6. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated either through the Administrative Terminal or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

7. Recurring Payments. The E-Payment Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Payers must be pre-registered in order to initiate variable recurring payments.

8. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Payment Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

9. Convenience Fee.

a. If permitted by applicable regulations, the E-Payment Service offers a flexible convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

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

c. If agreed to by Bank and Customer, Bank may collect and retain the convenience fee. Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to

interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

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

11. Bill Payment Kiosk.

If selected by Customer and agreed to by Bank, Customers may deploy bill payment kiosks at their public locations to accept cash and card payments from Payers. Customer's kiosk payment data will be consolidated with their payment data from other E-Payment channels. While using the bill payment kiosk:

a. Customer is responsible for safeguarding the kiosk and agrees to hold harmless and indemnify Bank and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements), in any way relating to or arising out of the kiosk, including but not limited to bodily injury, property damage, damage to the kiosk, economic damages, fines and/or penalties.

Customer agrees to protect the kiosk and its contents from damage, loss, or theft. Customer waives any rights of recovery against Bank arising from such loss, theft, damage, or destruction. Customer is solely responsible for providing security against theft at any kiosk location and Bank will have no liability to Customer in the event of theft or damage. Customer shall be responsible to physically inspect the kiosk at least weekly to insure that no tampering/skimming devices have been installed on the kiosk. Customer is responsible for any and all losses stemming from such occurrence.

b. Customer is solely responsible for ensuring that: (i) the location for the kiosk has adequate and uninterrupted power and broadband internet connectivity via ethernet or digital subscriber line; (ii) each network port for a kiosk has a public IP address; (iii) the location for the kiosk is secure and protected from weather and high or low temperatures beyond the design tolerances of the machine; and (iv) kiosk sites are free of old equipment, obstructions, and other material that may hinder proper placement of kiosk or end-user access to the kiosk.

c. Customer shall also be solely responsible for any site modifications and construction and for the removal of packaging and waste materials.

B. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, computer dial-up, telephonic delivery, facsimile, CD-Rom or unsecured e-mail. Section 11.12. shall apply in the event Customer elects to receive unsecured reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System, but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time, but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, Global Trade, or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the transaction Services may include, but are not limited to, ACH, ACH positive pay, wire transfer payments, book transfers, stop payments, positive pay, reverse positive pay, image access, DDA adjustments and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with the procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with these procedures. Customer agrees to designate one or more System Administrator(s). The System Administrator is responsible for setting up Services available through the System and for establishing internal security procedures related to such Services, including, without limitation, system-wide configuration of Bank accounts, assigning users, establishing authority levels, establishing authorization requirements, distributing and re-setting passwords and other internal security devices related to the Services. Designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice. Customer is solely responsible for maintaining a secure work environment to ensure against use of the System by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, informing Agents that any passwords should not be shared with anyone and to secure physical access to the terminals used for Services when an Agent has logged on to the system or otherwise.

5. Manuals. Bank will provide Customer with a manual(s) in paper or electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not

to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- b. any failure by Customer to obtain a confirmation of an order or instruction; or
- c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

C. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images and/or MICR Data, and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images and/or MICR Data through the check collection system by presenting or exchanging Check Images and/or MICR Data, or using Check Images and/or MICR Data to create a Substitute Check, a Demand Draft or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through the check collection in the manner previously described.

2. Definitions.

- a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the NACHA Rules.
- b. "Check Image" means an electronic image of an original paper check or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.
- c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).
- d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.
- e. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.
- f. "Electronic Deposit Services" means an array of products and Services that allow organizations that receive check payments and/or remittance payments by mail, dropbox or a walk-up environment to deposit all payments electronically at Bank, as further described in the applicable User Manual.
- g. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.
- h. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.
- i. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.
- j. "Photo-In-Lieu" or "PIL" means a photocopy of an original paper check, other than a Substitute Check, created from a Check Image.
- k. "Remotely-Created Check" or "Demand Draft" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.
- l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

a. Only original paper checks that qualify as a source document may be converted to an ARC Entry, POP Entry or BOC Entry under NACHA Rules. Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit electronically created payment orders (which are Check Images, PILs or Demand Drafts that were not originally captured from the original paper checks), unless permitted by applicable law. Bank will apply certain automated internal edits and screens to the MICR Data and/or Check Images submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.

b. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under the Electronic Deposit Services, and Customer must deposit these original paper checks with Bank for collection: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds; (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time.

5. Capture of Checks and Check Information.

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, Customer shall be responsible for accurately capturing an image of each paper check, the MICR Data and the correct dollar amount of the check into the Customer System. Depending on the type of Electronic Deposit Service selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the check and repairing the MICR Data. Customer shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the drawer), for the repair of any MICR Data (if applicable), and for ensuring that any and all information on a paper check is accurately captured and legible in the resulting Check Image and/or MICR Data and otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse or that Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentation standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines when submitting Electronic

Deposits and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which Customer has not provided an accurate and legible image of the original paper check; (iii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iv) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. Customer agrees to notify Bank prior to using or accessing Electronic Deposit Services in a location outside the continental United States.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication networks latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a. above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, or via Check Image/Substitute Check Collection, according to the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit the original paper check nor re-deposit the Check Image at Bank or any other financial institution.

d. A per item limit, dollar limit, or file limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images, MICR Data, Demand Drafts, PILs or any other legally permissible check collection method using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images and MICR Data. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image and/or MICR Data deposited by Customer. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image or MICR Data to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check, a Demand Draft or a PIL from the Check Image and/or MICR Data and collect such item, or (iii) request that Customer provide to Bank the

original paper check from which the Check Image and/or MICR Data was created and then collect the original paper check. Depending on the collection method, the Check Image, MICR Data, Substitute Check, Demand Draft or PIL is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Representation of Returns. If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by creating, in Bank's sole discretion, a Substitute Check, a Demand Draft or a PIL from the image of the original paper check.

10. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule, and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

11. Franking, Retention and Destruction of Original Paper Checks. To help ensure that an item is not deposited more than once either as a Check Image or physical check, Bank strongly recommends that Customer frank the face of each original check after successfully capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

12. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates the Electronic Deposit or Check Image, or a Substitute Check, Demand Draft, PIL, or ACH Entry created from that Check Image or MICR Data.

13. Customer Responsibility. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in section 12 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, MICR Data, Substitute Check, Demand Draft, PIL or ACH Entry; or (d) for any loss caused by Bank's acceptance or creation of a Check Image, MICR Data, Substitute Check, Demand Draft, PIL or ACH Entry instead of presentment of the original paper check; or (e) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 12 shall survive termination of the Agreement.

14. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

15. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House (ACH) transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on ACH Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution with respect to such entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules of the Canadian Payments Association and the Mexican Interbanking Electronic Payment System (SPEI), and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section IV, D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV, D. Customer acknowledges that a copy of the NACHA Rules is available through the National Clearing House Association ("NACHA") at current NACHA prices. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all ACH Entries (regardless of SEC Code) that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the ACH Business Day of receipt. Entries received after the Deadline will be processed on the next ACH Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Prenotification. To the extent required by NACHA Rules, Customer shall send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a

Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry, or issue a Refused NOC. NOC Manager is an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing, transit and account numbers.

5. Entry Limits and Payment. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

6. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

7. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for two Business Days after the settlement date.

8. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of ACH Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system each time it originates ACH Entries. After Bank receives Customer's ACH file, Bank will compare the information in the file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will not process a file if it does not receive conforming Control Totals on or before the established file delivery deadline on the Business Day it receives the file. Bank will notify Customer if the Control Totals do not match the information in the file, or if Bank receives a file without receiving Control Totals or vice versa.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

9. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinstate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the Receiving Depository Financial Institution.

10. ACH Redeposit Service.

If requested by Customer and agreed to by Bank, Bank will reinstate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

11. Amendment of Entries. Customer does not have the right to delete or amend any Entry after it has been received by Bank unless Customer has requested, and Bank has agreed to provide ACH Adjustment Services. If such Services are provided, Customer may initiate an amendment to ACH Entries after receipt by Bank. Customer may initiate such amendments via internet or fax in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established deadlines in order to be effective. Customer acknowledges that the ability to delete or reverse ACH transactions depends on the timing of the adjustment request.

a. Internet Option. If Customer has selected the Internet Option, Customer may use the Internet to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Fax Option. If Customer has selected the Fax Option, Customer may amend ACH files in accordance with this Agreement by sending instructions to Bank to delete Entries via facsimile. Bank will notify the Customer of the telephone numbers for facsimile and verbal instructions. Bank may from time to time change such telephone numbers or the form of instructions upon notification to the Customer. Customer acknowledges that the Internet Option may be substantially more secure than the Fax Option. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

12. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and NACHA Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and NACHA Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or

warranty that Bank makes, under applicable law and NACHA Rules to any person, Receiving Depository Financial Institution, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement.

13. Re-presented Check Entries. NACHA Rules allow Customer to initiate an ACH Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

14. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.

b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.

c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.

d. Customer has established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. Currently, 128-bit RC4-encryption technology is the standard for financial transactions and is considered commercially reasonable. If technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.

e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected

by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

15. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

- (i) the date on or after which the Receiver's account will be debited;
- (ii) the amount of the Debit Entry to the Receiver's account;
- (iii) the Receiver's name;
- (iv) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;
- (v) the date of the Receiver's oral authorization; and
- (vi) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization, and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has (a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the Receiving Depository Financial Institution's ABA routing and transit number.

16. Accounts Receivable and Back Office Conversion Entries. NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time

ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.

b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if Receiver presents the check in-person.

c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.

d. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.

e. The source document to which the ARC or BOC Entry relates will not be presented for payment.

f. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

g. Customer shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.

h. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.

i. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

j. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

17. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.

b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion.

c. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

d. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

18. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

a. Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.

b. The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.

c. In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

19. Third Party Vendors. If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

20. Third Party Sender. If Customer is transmitting Entries as a third party vendor or processor on behalf of originators ("Third Party Sender"), Customer agrees to be bound by the applicable terms provided in this Section E and NACHA Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) banking days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) banking days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

21. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize Receiving Depository Financial Institutions to honor such transactions.

22. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and

Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. If Customer's requested default setup is for Bank to pay all exception items, then such exception items shall post to Customer's Account unless Customer has instructed Bank to return one or more exception items prior to the established deadline. If Customer's requested default setup is for Bank to return all exception items, then Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this section of any exception item that is unauthorized; (ii) the return of any exception item to the Originator in accordance with this section; or (iii) Customer's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item, and shall not obligate Bank to return any item if it is otherwise authorized.

23. Secure Vault Payments. Secure Vault Payments is an ACH Service that allows Customer to process online payments received from consumers who initiate secure electronic ACH payments using their financial institutions' online banking Web sites (a "Vault Transaction"). The financial institutions will authenticate consumers and provide Customer with real-time authorization and confirmation of payment. Prior to accepting Vault Transactions, Customer shall provide all necessary information as may be requested by Bank or NACHA, and Customer shall be certified to accept Vault Transactions by a NACHA-approved switch provider. If Customer is sponsored by Bank and approved by NACHA for Secure Vault Payments, Customer agrees:

- a. To comply with NACHA's Secure Vault Payments System Operating Rules (the "Vault Rules") and its applicable technical requirements, NACHA Rules, this Agreement, and any applicable law, regulation and clearinghouse rules;
- b. To permit Bank to amend this Agreement from time to time as necessary to ensure compliance with the Vault Rules and applicable law, regulation and clearinghouse rules;
- c. To authorize Bank or NACHA to immediately terminate or suspend Customer's participation in the Secure Vault Payments System as provided in the Vault Rules, including but not limited to, based on incident rates involving fraud, chargebacks or unauthorized transactions;
- d. To use the Vault Mark(s) solely in accordance with the Vault Rules and the Graphic Standards Manual;
- e. To provide its consumers with the goods and services as described or as advertised, failing which Bank is authorized to debit Customer's account for the value of such goods or services;
- f. To cooperate with Bank on a best efforts basis to prevent delivery of any fraudulently purchased goods or services in the event Bank determines a consumer payment may have been unauthorized or fraudulently initiated;
- g. Not to initiate a Vault Transaction on behalf of its consumer; and
- h. To indemnify and hold Bank harmless for any and all losses incurred by Bank, and for fees, fines or sanctions imposed by NACHA on Bank for the acts or omissions of Customer in connection with the Secure Vault Payments System and Vault Transactions. Bank shall periodically review Customer's transaction history and return rates and reasons, including Customer's compliance with the Vault Rules, and Bank may, in its sole discretion, require Customer to establish a reserve account or take other measures to mitigate Bank's exposure. Upon termination of the Secure Vault Payments Service, Customer agrees Bank may withhold sufficient funds in Customer's account for a period of time to cover any chargebacks, returns or fees.

E. WIRE TRANSFER SERVICES

1. Introduction.

a. **Governing Law.** Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.23.A.). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. **Authorized Users.** Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

2. **Routing/Time Deadlines.** Bank may use means and routes that Bank thinks in its own discretion are suitable for each outgoing wire transfer. Bank will establish from time to time a specific time of day after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

3. Payment Orders.

a. **Communication.** Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. **Content of Payment Orders.** Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. **Execution of Payment Orders.** Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. **Processing Payment Orders.** The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. **Rejection of Payment Orders.** Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. **Standing Payment Orders.** If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's

financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire Transfers.

(i) **Service Specifications.** If requested by Customer and agreed to by Bank, Customer may initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) **Wire Transfer Software, Confidentiality.** Customer shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate Payment Orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. **Confirmation Method.** Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9. of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. **Waiver of Confirmation.** Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. **Confirmation of Wire Transfers Initiated through electronic Bank applications.** The confirmation of payment orders initiated by Customer through electronic Bank applications shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant application.

5. Advices.

a. **Advice Method.** Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach

Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. **Advices by Facsimile.** If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

c. **Waiver of Advice.** Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. **General.** Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing US dollar payment orders to selected countries may be converted by Bank or its correspondent to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain, unless Customer has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or the correspondent bank shall be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. **Remittance Transfer Provider.** If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

7. Reverse Wire Transfers.

a. **Authorized Debits.** If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. **Reverse Wire Funding.** Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. **Wire Transfer Numbers.** Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. **Authorizations.** Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. **Limitation on Bank's Liability.** In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication, or any other person and no such person shall be deemed to be Bank's agent under this Agreement.

F. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks such as checks, wire transfers, ACH, credit card and SWIFT, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative, or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank, and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Customer may from time to time request that Bank initiate electronic payments using the ACH network, the credit card network, the SWIFT network, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing, and means of transmission.

b. Check Payment Requests Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank may require that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment, or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

b. File Status Manager. File Status Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using a secure Web site, Customer may view the status of Data

Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the File Status Manager and to notify Bank if any files sent by Customer were not received by Bank. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

G. COURIER SERVICES

1. Introduction. Courier Services are offered by Bank for Customers who require ground transportation for the pick-up, transportation and delivery of non-cash banking transactions to Bank locations other than a cash vault. Bank has selected a third party courier ("Courier") to provide the transportation Services on Customer's behalf.

2. Deposit Contents. Customer acknowledges that the Courier Services is not an armored delivery service and agrees to tender check-only deposits to the Courier. Customer agrees that it shall not deposit any currency, securities, documents or other items which cannot be reconstructed or duplicated. Any deposits of cash using this Service shall be at Customer's peril and Customer agrees to assume any and all risk of loss associated with tendering cash deposits.

3. Courier as Agent of Customer. Customer acknowledges and agrees that the Courier is the Agent of Customer and not of Bank. Until Bank actually receives a delivery in accordance with section 7 below, Bank assumes no risk of loss or theft by third parties or employees of the Customer or the Courier. Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by the Courier. The Courier maintains ultimate responsibility for scheduling, movement and routing.

4. Packaging. Customer agrees to tender deposits to the Courier using an undamaged and properly fastened bag. Customer shall prepare in duplicate, deposit tickets that list the deposit contents, the total dollar amount of the deposits, and the account or accounts of Customer at Bank to which the checks shall be deposited. Customer agrees to place the original deposit ticket in the bag, and to retain the duplicate ticket.

5. Reconstruction. Customer agrees to maintain a complete and accurate reconstructible deposit listing of each deposit given to the Courier. Customer agrees to reasonably and promptly cooperate with Bank and/or the Courier in the notification, identification and replacement of any damaged, lost or destroyed deposit items. Such cooperation shall include reasonable requests by Customer to the makers of the checks to issue duplicates for the damaged, lost or destroyed items. Customer shall notify Bank of any damaged, lost or destroyed items no later than sixty (60) days following the day the items were delivered to the Courier. Bank shall have no obligation to research any damaged, lost or destroyed items if Customer fails to notify Bank within the prescribed time.

6. Processing. Bank is authorized to open the bag and to process the contents in accordance with Bank's normal procedures and any applicable availability schedules. All deposits shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer absent manifest error. If Bank discovers a discrepancy between the contents of the bag and the deposit ticket, Customer hereby authorizes Bank to process and deposit the contents, and to complete an adjustment ticket, which will be mailed or delivered to Customer.

7. Actual Receipt Required. Bank is not liable for any losses, damage or destruction of items that occur while in the custody of the Courier. Bank shall not be considered as an insurer of any deposits placed with the Courier until such time the deposits are received and acknowledged by Bank. Deposits delivered to the Courier are not considered received by Bank until they are actually delivered to Bank's processing center.

8. Delivery of Deposits. Deposits delivered by the Courier after Bank's deadline for the receipt of deposits, may, at Bank's discretion, be held and credited to the Customer's account the next Business Day. Courier Service deliveries on Saturdays, Sundays and on days recognized as bank holidays (when available), shall be held and credited to the Customer's account the next Business Day.

H. CASH VAULT SERVICES

1. U.S. Currency. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

2. Account. All deposits of currency, coin, checks and food coupons will be credited to, and all withdrawals of currency, coin and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than currency, coin, checks and food coupons, and agrees to assume any and all risk of loss associated with tendering items not specified herein.

3. Deposits.

a. Customer shall supply and maintain clear disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows: (i) currency and food coupons will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency and food coupons will be banded with 100 notes of the same denomination whenever possible; (iii) food coupon deposits must include Agricultural Department Redemption Certificates; (iv) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (v) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time, and any deposits received by Bank after its daily cut-off time may be considered to have been received on the next banking day.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one banking day; and (iii) coins, currency and food coupons will be counted and Bank's count will be the valid and controlling count.

c. If there is a currency and coin variance of more than \$10.00 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's currency and coin deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a currency and coin variance of \$10.00 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits, and shall credit Customer's account based on Customer's declared balance. Bank will notify Customer promptly by telephone of any deposit for which Bank's count varies from Customer's count by \$100.00 or more. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

4. Withdrawals.

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only armored couriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency may be placed no later than the cut-off time established by Bank from time to time for delivery on the next banking day. Depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two banking days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

5. Processing. Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

6. Carrier Service. Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank, including, without limitation, the United States Postal Service, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

7. Remote Cash Deposit. The Remote Cash Deposit Service allows Customer to contract directly with one or more armored carriers to utilize a "smart" safe at one or more Customer locations that will enable Customer to receive Bank-offered provisional credit for the currency residing in each safe. If this Service is selected by Customer and agreed to by Bank, the armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to Bank. Bank shall not be responsible for the safe or any aspect of the Service provided by Customer's armored carrier. Prior to Bank's established cut-off time, the armored carrier will provide Bank with an electronic presentment file of the currency amount at each safe location. Bank will post to Customer's Account the credits, debits or adjustments in the presentment files sent by the armored carrier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the safe's currency acceptor. All coin, check, mutilated currency, coupons or other similar items shall not be deposited in the safe, shall be handled by Customer as a separate

deposit and will not be given provisional credit under the Remote Cash Deposit Service. Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than fifteen calendar days after Customer receives the provisional credit. Any physical currency not received by Bank within the applicable timeframes will be debited from Customer's Account without further notice. Bank shall charge Customer's Account for any counterfeit currency deposited in the safe. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from Customer's failure to maintain sufficient funds in its Account to cover any obligations incurred hereunder. Customer acknowledges and agrees that all items deposited in the safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust solely for the benefit of Bank, Customer has no right, title and interest in the Safe Contents after they are deposited in the safe and that Customer has no present ability and will not have the future ability to remove the Safe Contents from the safe. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the safe located at any Customer location.

8. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

9. Regulatory Compliance. Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

10. Agents. Bank from time to time may use a third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Customer agrees to implement and properly use any and all other security procedures prescribed or recommended by any third party or agent providing this Service on Bank's behalf and agrees to hold Bank harmless from any claims or losses arising from Customer's failure to implement and properly use any security procedures prescribed or recommended by such third party or agent. If Customer uses its own agent or vendor to provide a specific service for Customer, Customer agrees Bank shall not be liable for the actions of such agent or vendor.

I. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also make state tax payments using EasyTax. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next banking day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other

calculations for deposits made within the period in which such other deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third party vendor will be liable for special, incidental, or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this agreement.

7. Codes. Customer shall keep confidential the Access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

J. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Bank reserves the right to require Customer to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks, and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Drafts/Warrants.

a. Draft/Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which drafts or warrants shall be drawn and will be charged (the "Draft Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Draft Account.

b. Draft/Warrant Format. All drafts/warrants shall contain on the face of the item the words "draft" or "warrant," and "payable through U.S. Bank." Customer will also encode all drafts/warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the drafts/warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any draft/warrant drawn by Customer on the Draft Account shall be treated by Bank as a draft/warrant regardless of what appears on the face of the draft/warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make drafts/warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, draft number and dollar amount of all presented drafts/warrants and provide Customer with a front and back image of each draft/warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Draft/Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each draft/warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a draft/warrant by the deadline established by Bank, such draft/warrant will be finally paid by Bank. Customer acknowledges that drafts/warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a draft/warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the draft/warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any drafts/warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure including, but not limited to, earthquake, flood, hurricane, tornado, volcanic eruption, severe weather event or other act of nature, war, riot, civil disturbance, strike, lockout, and disruption in telecommunications service.

d. Examination of Drafts/Warrants. Bank shall have no responsibility to examine drafts/warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each draft/warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on drafts/warrants. Bank will not examine the dates on which drafts/warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any draft/warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Drafts/Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay its drafts or warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any draft/warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the draft/warrant.

f. Controlled Funding.

- (i) Funding Account; Report of Incoming Debits. If Customer has selected a Controlled Draft/Warrant Account, Customer agrees to open and maintain a primary funding account ("Funding Account"). All drafts/warrants drawn shall be provisionally charged to Customer's Controlled Draft/Warrant Account on the Business Day of receipt by Bank and such charges shall become final and irreversible, except as to drafts/warrants that are dishonored as provided herein. Bank shall on each Business Day make reasonable efforts to electronically provide Customer with a report of the total aggregate amount of all presented drafts/warrants ("Items"), net of the prior day adjustment, and other charges to the Controlled Draft/Warrant Account (the "Total Clearings"). If for any reason Bank is unable to provide Customer with the Total Clearings, the Total Clearings for such day shall be estimated by Customer. Any discrepancies shall be reconciled on the following Business Day.
- (ii) Funding Procedures. Customer shall maintain on deposit in the Funding Account sufficient collected and available funds to cover drafts/warrants charged to the Controlled Draft/Warrant Account. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated clearings charged against the Controlled Draft/Warrant Account. If Bank and Customer agree to other methods of funding the drafts/warrants, Customer shall be responsible for compensating Bank for any uncollected funds which may occur and Bank may require suitable approval and the establishment of daily dollar limits.
- (iii) Adjustments. Bank will compare the report of electronic presentments to the drafts/warrants presented against the Controlled Draft/Warrant Account. If the total dollar amount of drafts/warrants electronically reported is less than the total dollar amount of drafts/warrants presented, Bank will credit the Controlled Draft/Warrant Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.
- (iv) Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return a draft/warrant unpaid in the event that: (a) there are insufficient available and collected funds in the Funding Account by the established deadline to fund the Total Clearings; or (b) debits or charges cannot be posted because the Controlled Draft/Warrant Account or Funding Account is frozen, blocked, closed or otherwise unavailable.
- (v) Account Limitations. Customer shall not initiate or authorize an ACH debit entry or other electronic debit or payment order from the Controlled Draft/Warrant Account.

K. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer shall supply Bank with sample Items for testing.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Account"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Paid No Issues. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issue File ("Paid No Issue") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Paid No Issue Items prior to Bank's established deadline. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Paid No Issue Items prior to the Items posting to the Account, or defer payment decisions until the established deadline on the next Business Day. If Customer's requested default setup is for Bank to pay all Paid No Issue Items, then Bank is authorized to finally pay any Paid No Issue Item unless Customer has instructed Bank to return the Paid No Issue Item prior to the established deadline. If Customer's requested default setup is for Bank to return all Paid No Issue Items, then Bank is authorized to return any Paid No Issue Item unless Customer instructs bank to pay a Paid No Issue Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this section of any Paid No Issue Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Paid No Issue Item to the depository bank in accordance with this section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Paid No Issue Item, which shall be subject to Bank's

customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All positive pay accounts will interface with the Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer agrees that Bank may refuse to cash any Paid No Issue Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Paid No Issue Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option which is available only through SinglePoint®, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all positive pay accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Paid No Issue solely on the basis of the payee information.

f. Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer agrees that Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Account"). When an Item is presented for payment against an identified Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. **Payment Instructions.** Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

L. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides retail and wholesale Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Access to Mail. Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

3. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

4. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

5. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

6. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

7. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall

enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

8. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-US dollar items processed by Bank, or items denominated in US dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the US dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

9. Customer Responsibility.

With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 9 shall survive termination of the Agreement.

10. Wholesale Lockbox Processing/Lockbox Remote Capture Services. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents. Customer shall not use any form of prepaid business reply mail envelopes for its lockbox remittances and shall review any proposed envelope changes with Bank prior to use. In addition, Lockbox Remote Capture Services provides Customer with the ability to scan and transmit to Bank lockbox payments received at Customer's office locations. If Customer selects Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this Lockbox Services Section and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

- a. Check Date. Bank will not examine any checks or other items with respect to check dates.
- b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.
- c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's 'Accept All Payees' designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

11. Retail Lockbox Processing.

Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents. Remittances and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in remittances and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval.

a. Retail Lockbox ARC Services. Retail Lockbox ARC Services provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Lockbox Services Section and other relevant sections of this Agreement including, but not limited to, the Electronic Deposit Services section. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for failure to electronically process checks if such processing would violate this Agreement, or any other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image, or a substitute check.

12. E-Lockbox.

E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' personal computer home banking application or other Internet bill payment providers, including consumer credit counseling agencies.

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

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

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

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

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

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

13. Transportation of Lockbox Items.

If Customer directs Bank to pick up mail from any United States Post Office and deliver such mail to a traditional Bank lockbox site for processing in accordance with this Section M and Bank agrees to do so, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising after Bank picks up the mail from the postal facility.

M. E-DISBURSEMENT SERVICES

Customer may select E-Disbursement Services that will provide organizations a method of distributing funds to multiple consumer recipients ("Recipients") via a customized Web page that allows Recipients to manage disbursement preferences. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Disbursement Site" means the interactive Internet disbursement site hosted by Bank where Recipients register to receive disbursements from Customer. Bank will configure, implement, host and support the Customer Disbursement Site. Customer is responsible for sending a file to Bank containing Recipient information for purposes of pre-registering Recipients. Alternatively, Customer may choose to enable Recipients to update payment instructions within the Customer Disbursement Site. In either case, Recipients will have the ability to access the Customer Disbursement Site and input disbursement receipt preferences.

b. Customer License. Bank shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Disbursement Site and on checks issued by Bank to Recipients solely for the purposes contemplated herein.

c. Links. Customer shall provide and maintain a link on its Web site to the Customer Disbursement Site. Customer shall be responsible for ensuring that the link to the Customer Disbursement Site takes Recipients to the appropriate area within the Customer Disbursement Site. Customer agrees to use industry-standard security procedures and technology to ensure the security of the Customer's Web site and to prevent data theft or unauthorized access. Each of Customer and Bank agrees to use industry-standard security procedures and technology to ensure the security of the Customer Disbursement Site and to prevent data theft or unauthorized access.

d. Recipient Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Recipient. Customer agrees that Recipients shall not be granted access to the Customer Disbursement Site link until Customer has verified the identity of each Recipient using a commercially reasonable fraud detection system. For every Recipient that accesses the Customer Disbursement System, Bank may rely on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; and (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act. In addition, Customer agrees to strictly comply with all applicable laws, rules and regulations pertaining to the Higher Education Act Title IV funds and distribution of student loan proceeds.

3. Disbursement Processing. Customer is responsible for sending a file to Bank containing disbursement amounts, names of Recipients, reason for disbursements and, if applicable, disbursement instructions prior to initiating any disbursements to Recipients. Disbursements shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH credit entries, checks or other payment processing methods. Customer shall at all times be considered the originator of the disbursement. Depending on the applicable payment processing channel, disbursement processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Customer acknowledges and agrees that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel.

4. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Disbursement Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the

applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

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

N. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER'S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

- a. "Account" means Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.
- b. "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.
- c. "Business Day" means any day other than a Saturday or Sunday on which Bank is open to the public for carrying on substantially all of its banking functions.
- d. "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.
- e. "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit.
- f. "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.
- g. "Event of Insolvency" means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.
- h. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
- i. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.
- j. "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.
- k. "Transaction" means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

- a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in section P. A.1 above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an "Asset Based Transfer"), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the "Asset Based Documents"); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

O. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION

NOTICE: INVESTMENT PRODUCTS, INCLUDING MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and investment device selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (b) any collected funds in the DDA that exceed the Peg Balance are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA upon maturity. Bank may limit the amount of excess collected funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's investment Option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer's accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

2. Investment Options.

a. Repurchase Agreements.

- (i) Terms. If Customer chooses to invest excess funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be

required to withhold or withdraw any interest that may have been previously paid.

- (ii) **Confirmations.** After each repurchase transaction, Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation, posting to a password protected Web site) a confirmation ("Confirmation") describing any information required by applicable law, and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password protected Web site. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Eurodollar Investments.

- (i) **Terms.** If Customer chooses to invest excess funds in Eurodollars, Bank is authorized to sweep excess funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$100,000. Excess funds less than \$100,000 in a given Business Day will not be invested unless otherwise agreed by Bank. Customer's Eurodollar investments may be registered in the name of Bank's nominee or nominees. Earnings in Eurodollar investments shall be credited to Customer's DDA on a daily basis. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S EURODOLLAR SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE EURODOLLAR SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

c. Mutual Funds.

- (i) **Terms.** If Customer chooses the Mutual Fund sweep option, excess funds will be invested in the First American fund offered for this service. Bank affiliates serve as investment advisor, custodian, transfer agent, and accounting services agent and receive compensation for such services as disclosed in the prospectus for the selected fund. If Mutual Fund shares are not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day. While Bank makes every effort to secure sufficient Mutual Fund shares for the sweep, the fully automated nature of the same-day sweep does not allow Bank to predict extraordinary deposit inflows. Consequently, there may be days when a sweep investment is not available and funds will remain in the DDA. Funds that are not swept will be treated as deposits and will be insured up to the applicable FDIC insurance limits.
- (ii) **Customer Acknowledgments.** BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF ANY DESIGNATED FUND. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES

NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.

- (iii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND SWEEP WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS BALANCES THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DEPOSIT ACCOUNT AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS. THE SAME RESULT MAY OCCUR IF BANK HAS INSUFFICIENT SHARES FOR THE MONEY FUND SWEEP.**

d. Commercial Paper.

- (i) **Terms.** If Customer chooses the Commercial Paper sweep option, excess funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association, and held in book entry. At the end of each Business Day, excess funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$25,000. Excess funds less than \$25,000 on a given Business Day will not be invested in the Commercial Paper sweep.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

e. Business Savings Sweep.

If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance. In accordance with applicable federal law, sweeps from the Savings Account to Customer's DDA in an amount necessary to return the DDA balance are limited to six per month. In order to comply with applicable regulations, on the sixth transfer from the Savings Account to Customer's DDA, all of the funds are moved from the Savings Account back into Customer's DDA and the sweeps suspend until the first day of the following month's cycle.

P. MASTER REPURCHASE AGREEMENT (MRA)

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: ALL FUNDS IN THE REPURCHASE AGREEMENT SWEEP WILL NOT BE DEEMED "DEPOSITS" AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS OWNERSHIP OR SECURITY INTEREST IN THE SECURITIES THAT ARE SUBJECT TO THE REPURCHASE AGREEMENT AND, UPON LIQUIDATION, WILL RECEIVE THE VALUE OF THE SECURITIES UP TO THE AMOUNT OF FUNDS SWEEPED FROM THE ACCOUNT.

1. Applicability. From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this MRA.

2. Definitions.

a. "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial 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 commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

b. "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

c. "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

d. "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

e. "Confirmation", the meaning specified in Paragraph 3(b) hereof;

f. "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

g. "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

h. "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

i. "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, or otherwise as the deadline for giving notice requiring same day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

j. "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation

from such a source, plus accrued income to the extent not included therein (other than any income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

k. "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

l. "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

m. "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

n. "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

o. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

p. "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

q. "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

r. "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

s. "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

t. "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

a. An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this MRA.

The Confirmation, together with this MRA, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction 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 this MRA, this MRA shall prevail.

c. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any Business Day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next Business Day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

e. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

f. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this MRA).

5. **Income Payments.** Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. **Security Interest.** Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof. In all Transactions, Seller is acting as agent for Buyer. In the event of Seller's default under the MRA, Buyer has the right to either: (i) direct Seller to sell the Securities, or (ii) sell the Securities, and, following any sale pursuant to this sentence, apply the proceeds in satisfaction of Seller's liability hereunder.

7. **Payment and Transfer.** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. **Segregation of Purchased Securities.** To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this MRA. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this MRA shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this MRA and therefore must keep Buyer's securities segregated at all times, unless in this MRA Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution.

9. Substitution. Seller may not substitute other Securities for any Purchased Securities.

10. Representations. Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this MRA, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this MRA on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this MRA and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this MRA and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default. In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one Business Day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

a. The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The non-defaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

b. In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid

after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

c. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

d. If the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the non-defaulting party, without prior notice to the defaulting party, may: (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. The parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the non-defaulting party may establish the source therefore in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

e. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

f. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of the option referred to in subparagraph (a) of this Paragraph.

g. The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

h. To the extent permitted by applicable law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by

the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

1. The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement. Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications. Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified by Bank, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability. This MRA shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Nonassignability; Termination.

a. The rights and obligations of the parties under this MRA and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this MRA and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MRA may be terminated by either party upon giving written notice to the other, except that this MRA shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law. This MRA shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc. No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this MRA and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

b. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

c. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

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

b. It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

c. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

d. It is understood that this MRA constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

a. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

b. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

c. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by

Q. SINGLEPOINT[®] INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint[®] International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. At implementation of this Service, Customer shall select whether Bank acts in the capacity of the Forwarding Bank or the Executing Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.
- b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.
- c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Communications (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs, or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding

the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Bank as the Executing Bank. If Customer selects Bank as the Executing Bank, Customer is deemed to be the Originator for all Requests for Transfer. Customer shall designate to Bank the account(s) ("Account") to be debited by Bank upon receipt of a Request for Transfer. Bank is hereby authorized to disclose to the Forwarding Bank information about Customer and the Account that may be necessary for the implementation of this Service. Customer authorizes Bank to debit the Account for each Request for Transfer even if such Execution may give rise to an overdraft in the Account. Customer, Instructing Party and Forwarding Bank shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank for Execution. Customer authorizes Bank to act on all Requests for Transfer received in accordance with any established security procedures notwithstanding any other conflicting instructions sent by Customer, the Instructing Party or the Forwarding Bank. Bank and any other financial institution may rely on the account, routing or BIC numbers in the Requests for Transfer even if such numbers do not correspond to the name of the Customer, Beneficiary or the Beneficiary Bank. With respect to incoming Requests for Transfer that do not include an account number recognizable to Bank, Bank may reject or return the Request for Transfer to the Forwarding Bank without incurring any liability to Customer. Customer hereby represents and warrants to Bank that it has the power to authorize the Instructing Party to initiate Requests for Transfer on its behalf. Bank shall act on all Requests for Transfer initiated by the Instructing Party until Bank receives a notice of revocation from Customer and has a reasonable opportunity to act on it.

4. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation, forwarding or Execution of any Request for Transfer. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

5. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

6. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; (iii) Customer's Requests for Transfer exceeds any applicable transaction limits established with the Executing Bank (iv) if there are insufficient collected funds in the Account to fund the Request for Transfer; or (v) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. The Forwarding Bank shall be responsible for informing the Instructing Party of any rejections or suspensions.

7. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

R. FOCAL POINT PLUS SERVICES

Bank offers Focal Point Plus Services to allow Customers to track transactions with location reporting. Focal Point Plus uses individual location codes ("Shadow Accounts") to simplify management of multi-location business and automatically identify transactions within a single account ("Master Account"). Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

S. HEALTHCARE PAYMENT CONSOLIDATOR SERVICES

U.S. Bank Healthcare Payment Consolidator Services enable Customers to electronically receive, post, and reconcile healthcare payments and remittances received from health plans and/or their Agents. Payment Consolidator includes check payments, remittances and correspondence received by Bank or third party vendors in paper form via lockbox as well as electronically. Electronic remittance files are delivered from Bank to Customer at agreed upon schedule. Images are made available via Web site or file transmission. Customer agrees that Payment Consolidator shall be governed by this Section and all other relevant sections of the U.S. Bank Treasury Management Terms and Conditions.

1. Introduction. If Customer selects Payment Consolidator, this service may include but is not limited to, lockbox, Automated Clearinghouse (ACH), image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to initiation of Payment Consolidator, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. Payment Consolidator is available only in certain regional locations where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. Bank, or third party vendors, shall image, capture data, format and send remittance data to Customer via transmission, image viewer, and/or information reporting in accordance with options selected by Customer in the Implementation Documents. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then current funds availability schedule.

3. Image Viewing and Storage. Bank, or third party vendors, shall process and store images of paper checks, explanation of benefits statements, correspondence or other enclosures, as well as created images of electronic remittance advices and electronic funds transfers. Bank, or third party vendors, will make images available to Customer for web viewing or via secure transmission as directed in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. Bank will transmit to Customer remittance data according to the agreed upon schedule. Customer may elect to receive data through one or more mechanisms as specified in the Implementation Documents. If Payment Consolidator is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of Payment Consolidator may be affected by external factors such as communication networks latency, mail delays and other factors beyond Bank's control. Bank will use reasonable efforts to provide Payment Consolidator in a prompt fashion, but shall not be held liable for temporary failure to provide in a timely manner. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to third party vendors to the extent required to deliver the requested Payment Consolidator and to debit or credit Customer's accounts to perform the Payment Consolidator hereunder. Customer shall provide Bank with all data and specifications necessary for processing. Customer shall conduct tests that Bank may deem necessary to ensure Customer and Bank are able to exchange files and implement Payment Consolidator. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations.

7. Customer Access and Security Procedures. Customer will be bound by any terms of use and any license agreements associated with Payment Consolidator. Customer will use Payment Consolidator in accordance with the procedures established by Bank. Customer will designate one or more System Administrator(s) responsible for setting up and maintaining access available through Payment Consolidator.

Customer System Administrator(s) will be responsible for establishing internal security related to Payment Consolidator, including, without limitation, assigning users, establishing access levels, and establishing authorization requirements. Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized access to Payment Consolidator.

8. Proprietary Rights. Bank, or third party vendors, possess all proprietary rights to written material including without limitation, all computer programs written for Bank's Payment Consolidator, Web sites and other product documentation provided by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment.

3. Arms Length Transactions. Bank is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of financial advisor to Customer or fiduciary unless otherwise explicitly agreed in writing and then only to the extent so provided.

A. FOREIGN EXCHANGE WEB

1. Introduction. Bank may provide foreign exchange services to Customer in connection with U.S. Bank Foreign Exchange Web, a private Internet site owned and operated by Bank ("USB FX Web"). If requested by Customer and agreed to by Bank, Bank will provide USB FX Web services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Customer's use of USB FX Web and all transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement, and any other related disclosures provided to Customer, in either paper or electronic format. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any USB FX Web transaction is an Authorized Signer or is otherwise authorized to conduct any USB FX Web transaction on behalf of Customer.

2. Access Devices. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Once Bank has granted Customer access to USB FX Web, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use USB FX Web in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. By clicking one or more buttons in USB FX Web, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via USB FX Web shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through USB FX Web and such settlement instructions are subject to the concurrence of Bank. Bank shall make reasonable efforts to provide information and status of the

terms of any Trade on the USB FX Web Web site, or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to cancel the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, or in the event that a Trade is canceled due to failure by Customer to make settlement on the Settlement Date or failure to provide Bank with complete settlement instructions prior to the Settlement Date of a Trade, Customer agree to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Orders.

a. General Procedures. Bank may offer and agree to accept conditional instructions from Customer to Bank to buy or sell a stated amount of foreign exchange against U.S. dollars based upon exchange rate target prices ("Orders") via USB FX Web. All Orders requests submitted to the Bank through USB FX Web will not become active until accepted by the Bank. Bank in its sole discretion may decline to accept any Order. All Orders must be in liquid, actively traded currencies, and must contain a U.S. dollar component. If an expiration date is not specified, Orders will remain open until filled. Orders must be for an amount of currency equivalent to at least \$100,000 U.S. dollars, based upon the exchange rate contained in the Order. Either Bank or Customer may cancel an Order that has been accepted by Bank at any time prior to the execution of that Order. Cancellations, however, must be effected by direct telephone communication between Bank and Customer. Bank shall have a reasonable time to act on any request for cancellation. An Order that has been filled will be binding on the Customer, even if it has not yet been communicated to the Customer as filled. Customer shall have no right to cancel an Order once filled by Bank. Note that there is no single facility, exchange, or system for the exchange of currencies and therefore, prices that fulfill the requirements of Orders may be reached at some place in the world at some time of day that is not apparent to Bank or its agents. Bank and its agents monitor markets and systems that are generally best representative of the primary market for foreign exchange, and can only be responsible for filling Orders based upon prices traded or available in those markets or systems.

b. Types of Orders. Two types of Orders may be transacted via USB FX Web.

- (i) Limit/Profit Orders.** Limit/Profit Orders are Orders placed above the current exchange price for sellers and below the current exchange price for buyers. A Limit/Profit Order to sell foreign currency would yield more dollars at the Order price than at the current exchange price and are filled only if wholesale buyers begin bidding for the foreign currency specified in the Order against U.S. dollars at a price equal to or higher than the price stated in the Order. A Limit/Profit Order to buy foreign currency would cost fewer dollars at the Order price than at the current exchange price and are filled if wholesale sellers begin offering the foreign currency specified in the Order against U.S. dollars at

a price equal to or less than the price stated in the Order. All Limit/Profit Orders are filled only when they can be filled at a price equal to or better (for the Customer) than the Order price. Limit/Profit Orders for \$5,000,000 U.S. dollar equivalent or less will be executed in full, should all the conditions of the Order be met. If Bank or its agents cannot find sufficient liquidity to fill the complete Order at the requested price Limit/Profit, Orders for more than \$5,000,000 U.S. dollars may be filled for less than the Order amount, but in no event for less than \$5,000,000 U.S. dollars. Orders larger than \$5,000,000 U.S. dollar equivalent with an "all or none" limitation may not be placed through USB FX Web.

- (ii) **Stop/Loss Orders.** Stop/Loss Orders are Orders placed below the current exchange price for sellers, and above the current exchange price for buyers. A Stop/Loss Order to sell foreign currency would yield fewer dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or below the Order price. A Stop/Loss Order to buy foreign currency would cost more dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or above the Order price. The fill price may be better than, equal to, or worse than the Order price. A Stop/Loss Order may also be filled at multiple prices. The Customer bears all market risk on a Stop/Loss Order.

c. **Limited Liability.** Bank will rely on market information that it deems adequate and appropriate to determine if, when, and how an Order should be executed. However, Order execution is on a best-efforts basis, and no assurance is given that Bank's traders or agents can or will have access to or even observe every bid, offer, or trade available in the over-the-counter foreign exchange market. Except for manifest error, Bank's decisions, prices, execution, or non-execution of Orders will be final and conclusive.

5. Foreign Currency Drafts. Bank may offer and agree to provide a service whereby Bank shall act as Customer's agent to arrange for the payment of foreign drafts issued by the Customer via USB FX Web ("Foreign Drafts"), which are drawn on the Bank's accounts at various banks with which Bank has a correspondent relationship (each a "Drawee Bank"). Foreign Drafts may not exceed the monetary draft limit communicated to Customer by Bank from time to time in writing. Customer shall draw Foreign Drafts only in accordance with the terms of this Agreement and any related procedures.

a. **Stop Payment Orders.** Upon receipt of a stop payment order, Bank shall make reasonable efforts to ascertain whether the Foreign Draft has been paid by the Drawee Bank. If such Foreign Draft has not been paid, Bank will send a stop payment notice to the Drawee Bank. Bank shall have no liability for the Drawee Bank's payment of a Foreign Draft over a stop payment order processed by Bank or if the stop payment order does not prevent a Foreign Draft from being legally enforceable for any reason.

b. **Refund; Replacement Foreign Drafts.** Customer may request Bank to refund the amount of a Foreign Draft or issue a replacement Foreign Draft (the "Replacement Foreign Draft") if the original Foreign Draft and duplicate, if any, are surrendered to U.S. Bank properly endorsed. If the original Foreign Draft is unavailable, Bank will refund the amount of the Foreign Draft or issue a Replacement Foreign Draft in accordance with the terms of the applicable Lost, Stolen or Destroyed Foreign Drafts Affidavit. Any refund shall be at the U.S. dollar equivalent of the amount of the Foreign Draft based upon Bank's buying rate on the date of the refund, and Bank shall deduct from such refund all expenses or fees incurred by Bank or the Drawee Bank in connection with the refund. If Bank determines that there is no ready market for the currency specified in the Foreign Draft, Bank may decline to make such refund unless and until Bank determines such a market exists. Any Replacement Foreign Draft issued shall be priced at the selling rate for the original Foreign Draft.

c. **Liability.** In addition to liability limitations elsewhere in this Agreement, Bank's liability for any loss or damage shall not exceed the total amount of the fee charged to Customer related to the particular Foreign Draft which gave rise to the loss or damage. Neither Bank nor the Drawee Bank shall be liable for any loss, cost or expenses resulting from the delay in presenting the Foreign Draft for payment or from the refusal or inability of the Drawee Bank to pay the Foreign Draft by reason of any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or resulting from declared or undeclared war, censorship, blockade, revolution, insurrection or civil commotion.

d. **Drafts; Safekeeping.** Bank may deliver to Customer from time to time blank draft forms. Customer shall hold all such draft forms and completed drafts in safekeeping until their use in an authorized transaction by authorized personnel. Customer must destroy all canceled or otherwise used forms and notify Bank in accordance with the procedures.

e. **Fees.** Customer agrees to pay any service charges incurred by Bank in connection with this service and charges for special services, such as stop payment orders or expenses incurred in attempting to recover the proceeds of erroneously paid Foreign Drafts.

f. **Indemnification.** Except to the extent caused by Bank's gross negligence or willful misconduct, and except to the extent recovered from the Drawee Bank, the payee or its transferee, Customer shall be liable for and shall indemnify Bank, its directors, officers, employees and agents against any loss, cost or expense (including attorney's fees) arising out of or relating to a Foreign Draft drawn by Customer, including without limitation, the unauthorized completion or use of a Foreign Draft, conversion of a Foreign Draft, regardless of whether the conversion occurs while the Foreign Draft is held by Customer in safekeeping or thereafter, the use of a Foreign Draft for any illegal purpose, the Drawee Bank's payment of a Foreign Draft to a party other than the payee or an authorized transferee, the placement of a stop payment order, the Drawee Bank's failure to honor a timely stop payment order, the Drawee Bank's failure or refusal to pay the Foreign Draft upon presentation, loss of use of funds while recovering a canceled Foreign Draft, errors in the payment of the Foreign Draft, conditions beyond the reasonable control of Bank, exchange rate fluctuations, the insolvency of the Drawee Bank, foreign exchange disruption or suspension caused by political or economic conditions in the Drawee Bank's country or the United States. In the event of any such loss, cost or expense where recovery may be made against persons in the Drawee Bank's country, Bank will make reasonable efforts to assist Customer in attempting to obtain a recovery from those persons; provided, however, that Customer agrees to pay the expense of such recovery efforts, including attorney's fees, and assumes the risk of loss if the recovery efforts do not succeed. Customer's indemnity obligations shall survive any termination of this Agreement.

6. **Funds Transfers.** Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via USB FX Web. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

7. **Representations and Warranties.** Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing and (v) Customer is acting as principal with respect to each Trade.

8. **Close-Out Events.** Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any

representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

9. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the overnight LIBOR rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into United States Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. Dollars with or against currency of each closed out Trade and (iii) determine for each Trade the sums that would have been owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at overnight LIBOR from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at either U.S. Bank National Association ("Standard FCA") or U.S. Bank National Association, Cayman Branch ("Cayman FCA").

2. Permitted Deposits. Bank may accept the following for deposit into a FCA:

- a. Proceeds of matured foreign exchange purchase contracts;
- b. Proceeds of foreign currency denominated letters of credit or collection;
- c. Incoming international funds transfers;
- d. Proceeds of loan disbursements; or
- e. Checks and other items subject to collection may not be available until funds are received by Bank

Bank will not accept currency or coin for deposit into a FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into a FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of a FCA in the following ways:

- a. Settlement of a foreign currency exchange sale contract;
- b. Negotiation of foreign currency denominated letters of credit or collection;
- c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures; or
- d. Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest is not paid on Standard FCAs. Interest rates offered on Cayman FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest earned each fiscal month and the average daily balance in the account for such fiscal month.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of a FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. Dollars or other foreign currencies. Transfers of funds into and out of a FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to Non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries (including, but not limited to, Cayman Island holidays with respect to Cayman FCAs).

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit, or require that Customer close a FCA at any time. Bank may also close a FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA.

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and

economic developments, possible imposition of exchange controls or other government restrictions, and with respect to certain countries, the possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN STANDARD FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN FCAs BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE). IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S CAYMAN FCA WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FDIC AND WILL THEREFORE NOT BE INSURED BY THE FDIC. CUSTOMER'S CLAIM FOR FUNDS HELD IN THE CAYMAN FCA WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

9. Limitations on Liability.

In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. Dollar and other currencies. Customer hereby assume all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in a FCA might be worthless, in U.S. Dollars or other foreign currencies, than the U.S. Dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

A. INVESTMENT AND DEPOSITORY SERVICES

From time to time, Customer may purchase through or from and/or sell to or through Bank certain Securities (defined below), or may make Time Deposits (defined below) at Bank through Bank's Money Center Department (the "Money Center Department"). All such transactions shall be effected upon the following terms and conditions.

1. Definitions.

- a. "Securities" means all bankers' acceptances, certificates of deposit issued by financial institutions other than Bank, commercial paper, government securities as defined by the Securities Exchange Act of 1934 ("Act"), municipal securities (as defined by the Act), securities sold subject to repurchase agreements, and all other investment securities or products now or hereafter offered by Bank to Customer, other than Time Deposits.
- b. "Time Deposit" means any time deposit now or hereafter maintained by Bank for Customer through the Money Center Department.
- c. "Confirmation" means the confirmation statement described in paragraph 6 of this Section VI(A) below.
- d. "Settlement Account" means any settlement account designated by Customer in a written notice delivered to Bank.
- e. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

2. Capacity of Bank; Compensation.

- a. In General. In any transaction governed by this Section VI(A), Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any transaction involving Securities is indicated on the Confirmation.
- b. Transactions as Principal. When acting as a principal in transactions involving Securities, Bank will either buy Securities for its own account or sell for its own account Securities owned by Bank, whether such Securities are bought before or after receiving Customer's order. In such transactions, Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.
- c. Transactions as Riskless Principal. When acting as a riskless principal in transactions involving Securities, Bank will, after receiving an order to buy or sell Securities from Customer, buy or sell Securities for its own account to offset a contemporaneous sale to or purchase from Customer. In such transactions Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.
- d. Transactions as Agent. When acting as Customer's agent, Bank will buy or sell Securities solely for Customer's account. In such transactions, Bank's compensation due from Customer, if any, is the amount of agency service charge indicated on the Confirmation.
- e. Additional Fees. In addition to compensation received as a principal, riskless principal, or an agent, Bank (and the financial institution maintaining the Settlement Account, if other than Bank) may charge additional fees for services related to a transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

f. Other Compensation. Bank shall not be prohibited from contracting for and receiving a fee or other compensation from any other party in connection with any transaction hereunder, and any such fee or compensation from such other party shall be in addition to, and shall not be applied as a reduction of, any fee or compensation due from Customer to Bank. Such additional compensation may include, without limitation, applicable advisory, custodial, distribution and/or shareholder service fees (which may be paid as 12b-1 service fees) that Bank or its

affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds, and Customer acknowledges that those fees may be paid to Bank for such services.

3. Transaction Requests. Each transaction will be made pursuant to Customer's verbal or written request, or electronically via a trading system provided or approved by Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record, in accordance with the delivery requirements of this Section VI(A), as designated from time to time by Bank. In the event transaction requests are submitted to Bank via email, Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received Customer's transaction request received via email. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request with or without notice. All claims against Bank for failure to properly follow the instructions of Customer must be made within sixty (60) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer. Customer acknowledges that with respect to certain money market, mutual fund or other similar investments that Customer may acquire through Bank, such funds may from time to time have an ownership interest in securities issued by Bank or its affiliates.

4. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI(A) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than the individuals designated from time to time by Customer to Bank as having such authority is required to authorize the Money Center Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Money Center reasonable opportunity to act on it. Customer acknowledges that it has the right to receive notice from the Money Center Department of a Variable Debit (as defined above) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000.

5. Delivery. Pursuant to instructions given in a manner consistent with paragraph 3 of this Section VI(A), Customer shall direct the delivery of any Securities purchased hereunder to any account set forth in such instructions, which account may be a safekeeping account maintained at Bank, in which case such Securities will be held in accordance with the Safekeeping Terms And Conditions set forth in Section VI(B) below. If Customer shall otherwise direct the delivery of any Securities that are being sold by Bank subject to a repurchase agreement, Bank shall have the right to require that such Securities be delivered to a third-party bailee selected by Bank to hold such Securities, subject to the rights and obligations of Customer and Bank hereunder. With respect to Time Deposits, Bank will issue no certificate, passbook, or any other evidence of deposit except for the Confirmation.

6. Confirmation Statements. Promptly after effecting any transaction pursuant to this Section VI(A), Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation posting to a password protected website) a confirmation statement (the "Confirmation") which shall identify Bank and Customer and specify the trade and settlement dates of the transaction, the issuer and par amount of any Securities or the principal amount of any Time Deposit, the interest rate or discount rate applicable to any Securities or Time Deposit, the maturity date of the transaction, the capacity of Bank as principal, riskless principal or agent, any terms and information required by applicable law, and any other terms and information which Bank may include at its sole and absolute discretion. The information contained on the Confirmation shall be considered true and correct and conclusively

binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed as delivered to Customer pursuant to paragraph 14 of this Section VI(A) below.

7. Disclosures, Notices and Other Account Information. All disclosures, notices and other Customer account information from Bank may be delivered to Customer in electronic form (including, without limitation posting to a password protected website) to the extent Customer elects to receive such information through electronic delivery, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI(C) below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

8. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectibility, or investment quality of any Securities sold hereunder.

9. Interest on Time Deposits. All Time Deposits will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by Bank from time to time. Bank will advise Customer of the applicable interest rate at the time that the request for the Time Deposit is made.

10. Early Withdrawal of Time Deposits. Customer agrees that each Time Deposit will remain on deposit with Bank until the maturity date thereof. A penalty may be imposed if Customer withdraws the principal of any Time Deposit before the maturity date thereof. The amount of such penalty will be specified in the current fee schedule, which may be amended from time to time.

11. Repurchase Transactions. Customer shall not be entitled to purchase any Securities which are government securities, subject to Bank's agreement to repurchase, and to be held by Bank for the account of Customer, unless Customer shall first have executed and delivered to Bank a written repurchase agreement, in substance satisfactory to Bank, governing such repurchase transaction. In the event of any conflict between the terms of such written repurchase agreement and the terms of this Section VI(A), the terms of such written repurchase agreement shall control.

12. Joint Accounts. In the event that any account opened hereunder is a joint account for more than one Customer (each such Customer hereafter called a "Co-Tenant"), all Co-Tenants jointly and severally agree that any one Co-Tenant shall have authority on behalf of the joint account (i) to buy, sell, and otherwise deal in Securities at Bank and to establish Time Deposits at Bank through Bank; (ii) to receive on behalf of such joint account Confirmations and all other demands, notices, reports, statements of account and communications of every kind; and (iii) to deal with Bank on behalf of such joint account as fully and completely as if such Co-Tenant alone were interested therein, all without notice to the other Co-Tenant(s). Bank is authorized to follow the instructions of any Co-Tenant given in accordance with paragraph 3 of this Section VI(A) in every respect concerning such joint account and is under no duty to inquire into the purpose or propriety of any such instruction. The liability of each Co-Tenant with respect to such joint account shall be joint and several. Any notice sent to one Co-Tenant shall be deemed to be notice to all Co-Tenants. If conflicting instructions are received from a Co-Tenant (whether one or more), Bank may, at its sole and absolute discretion, take any of the following actions: (a) choose which instructions to follow and which to disregard; (b) suspend all action in the account until written instruction signed by all owners is received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other appropriate legal action.

13. Amendment; Termination. Notwithstanding the provisions set forth in paragraph 28 of Section II above, Bank may amend the terms set forth in this Section VI at any time in any respect, effective upon thirty (30) days prior notice to Customer and Customer or Bank may terminate the Service(s) described in this Section VI at any time effective upon notice to the other party. If any Service described in this Section VI is

terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination.

14. Notices. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Money Center Department representative at such address designated by Bank from time to time.

15. Recording Conversations. Customer acknowledges and agrees that Bank may record any telephone conversations with Customer without further notice.

16. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any Securities.

17. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI(A), Customer shall notify Bank prior to effecting that deposit, investment or transaction and will provide Bank with any additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI(A) shall not result in a prohibited transaction under ERISA or shall otherwise be exempt, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

B. SAFEKEEPING TERMS AND CONDITIONS

From time to time, Customer may open a safekeeping account or accounts through Bank's Safekeeping Department (the "Safekeeping Department") to hold Securities, including Securities purchased to or through the Money Center, and Bank and Customer agree that such accounts and any Securities held therein will be subject to the following terms and conditions.

1. Custody of Securities. Bank agrees to hold and keep as custodian hereunder all securities that Bank has agreed to accept for the account of Customer ("Safekept Securities") and to deliver such Safekept Securities as Customer directs pursuant to the terms and conditions as described below. Bank in its discretion may refuse to accept any security for safekeeping and in any case will not accept any security for safekeeping unless it is fully paid for or good funds are available to Bank to pay for any such unpaid security.

2. Customer Instructions. Bank is authorized to accept, act upon and rely upon all written instructions given by Customer or those Authorized Users designated from time to time by Customer to Bank as having such authority as provided in accordance with this Agreement. Customer hereby represents and warrants that each Authorized User is authorized to give instructions to Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record (as may be designated from time to time by Bank) and Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received such instructions via email. Bank shall not be liable in any manner if it executes any oral or written instruction that comes from Customer or its Authorized User. All claims for failure to properly follow the instructions of Customer or the Authorized User must be made within thirty (30) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer.

3. Securityholder Information. Unless otherwise required by law or pursuant to written instructions, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities other than to forward to Customer or its Authorized User all information received by Bank relating to any such transaction. Customer agrees that its instructions to Bank with respect to any such actions shall be in writing and delivered to Bank within sufficient time for Bank to act thereon if any action is required. Bank shall forward to Customer at Customer's address so provided to Bank any proxies, financial statements or written notices received by Bank relating to Safekept Securities held on behalf of Customer. All proxies and proxy material received by Bank relating to Safekept Securities are to be voted by Customer or per Customer's timely written instructions to Bank. Safekept Securities called for redemption prior to maturity will be presented for payment provided the trustee gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. If Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in any manner it deems fair and equitable in its sole discretion.

4. Registration and Third Party Depositories. Bank shall register Safekept Securities in nominee name, and may from time to time change the registration of Safekept Securities from nominee name to Customer's name or vice versa; provided that Customer timely completes any necessary documentation provided by Bank to change the registration of the Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depositor's nominee name.

5. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities and shall pay any amounts so collected or received to, or credit the account of, Customer so specified to Bank or any other settlement account subsequently designated by Customer to Bank (the "Settlement Account"). Bank shall not be obligated (a) to pay to or credit the account of Customer with any payment of interest, principal or other

income until Bank receives such payment in immediately available funds, or (b) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income.

6. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to (i) debit the Settlement Account on the settlement date indicated on the confirmation for the full amount of each transaction effected under this Section VI(B) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than those individuals so designated from time to time as having such authority is required to authorize the Safekeeping Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Safekeeping Department reasonable opportunity to act on it. Customer acknowledges that it has the right to receive notice from the Safekeeping Department of a Variable Debit (as defined below) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

7. Return of Payments. Customer will repay Bank, or Bank may credit Customer's Settlement Account, in the event that for any reason: (i) Bank is required to return to the issuer or to a third party any payments; (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities; or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities.

8. Receipt and Delivery of Securities. Bank shall not be liable or responsible for or on account of any act or omission of any broker or other Agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver Securities for the account of Customer.

9. Withdrawal of Securities. Any and all Safekept Securities may be withdrawn from Bank at any time upon a written order or receipt signed by Customer or its Authorized User. Withdrawal or delivery of securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities, or pledged securities may not be available for withdrawal or delivery).

10. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention or other disposition of the Safekept Securities.

11. Standard of Care. Bank shall use reasonable care in carrying out its duties under this Section VI(B). For purposes of this Section VI(B), "reasonable care" shall mean the same degree of care and protection that Bank gives to its own property. Customer shall indemnify and hold harmless Bank, its directors, officers, employees and agents, for and against all claims, losses, liabilities and expenses of any nature or kind, including, without limitation, Bank's reasonable legal fees and any and all expenses arising from any claim of any party resulting from any actions taken by Bank pursuant to this Section VI(B). Bank shall not be liable, directly or indirectly, for any damages or expenses arising out of the services Bank provides in accordance with this Section VI(B) except where Bank fails to act in good faith or in accordance with reasonable commercial standards of banking business. In no event shall Bank be liable for special, consequential or punitive damages even when Bank has been advised of the possibility of such damages.

12. Fees and Expenses. Customer shall pay to Bank such fees as shown on the current fee schedule, which may be amended from time to time by Bank. If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held in safekeeping at that time. In addition, Customer shall reimburse Bank for its commercially reasonable out-of-pocket expenses, including, but not limited to: postage, insurance, registration fees, wire fees, and other fees incurred by Bank in connection with the Safekept Securities and its services provided under this Section VI. If Customer fails to pay Bank any sums due under this Section VI within 30 days after a written late notice is sent to Customer by Bank, Bank shall be entitled to exercise any one or more of the following options:

- a. to offset any sums due against any funds of Customer on deposit with Bank;
- b. to offset any sums due against any interest, principal or other income received or to be received for Customer's safekeeping account or accounts maintained pursuant to this Agreement;
- c. to terminate this Agreement and return the Safekept Securities to Customer at Customer's expense; and
- d. to avail itself of any other remedy it may have in law or in equity.

13. Record and Taxes. Bank shall maintain records of Customer's account and provide Customer with a Confirmation/Custody Receipt for all Safekept Securities following delivery to Bank and periodic statements of Safekept Securities on deposit with Bank. Bank will also send to Customer such notices and reports required by law. Customer understands and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income Bank collects for Customer.

14. Subaccounts. If Customer notifies Bank that Customer's account is a master account for multiple underlying accounts (the "Subaccounts") of Customer's customers or other parties, the underlying owners of the Subaccounts shall not be deemed as third-party beneficiaries under this Safekeeping Agreement and Bank shall have no duties or obligations to those parties. Bank will conduct tax reporting as if Customer, and not Bank, was the applicable payor of the Subaccounts and Customer will be responsible for all fees and penalties imposed by relevant taxing authorities due to inaccurate reporting.

15. Amendment or Termination of Services.

a. Except as provided in paragraph 12 of this Section VI(B), the provisions of this Section VI(B) may be amended only by written amendment executed by both Customer and Bank; provided, however, that the terms of this Section VI(B) may also be amended by Bank if Bank gives written notification of such amendment to Customer and Customer does not terminate its use of Services described in this Section VI(B) within 30 days of such notification. Customer agrees that failure to so terminate such Services constitute consent to such amendment. The Services provided pursuant to this Section VI(B) may be terminated at any time either by Customer or by Bank upon written notification to the other, whereupon all Safekept Securities shall be delivered or surrendered to Customer upon a written order or receipt signed by Customer or its Authorized User; provided, however, that Bank may offset any sums due Bank as provided in paragraph 12 of this Section VI(B). Such delivery and the termination of Services shall release Bank from all further liability and responsibility under this Section VI(B).

b. The provisions of this Section VI(B) shall be continuous and shall survive any temporary or intermittent closing of any safekeeping accounts with Bank, and shall replace and substitute any prior agreement regarding the subject matter hereof between Bank and Customer despite language in such prior agreement that such prior agreement was continuous.

c. The provisions of this Section VI(B) or any of Bank's rights and obligations hereunder shall be assignable by Bank to any entity affiliated by common control with Bank or to any successor of Bank upon merger, consolidation, reorganization or otherwise. This Agreement shall not be assignable by Customer. The provisions of this Section VI(B) shall inure to the benefit of and be binding upon Bank, its successors and assigns

and Customer, his/her heirs, administrators, executors, successors and assigns.

16. Written Confirmation, Notices, Instructions and Other Communications. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Safekeeping representative at such address designated by Bank from time to time.

C. TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with the Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI(C) shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI(C) and the terms and conditions of any other section of this Agreement or any other agreement between you and us as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Documents. Customer may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank via telephone within three business (3) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if Customer objects to the information provided. Absent such timely objection, Bank shall treat such information as accurate and conclusive.

5. Third Party Services. Customer acknowledges and agrees that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting Customer's or Bank's Internet service provider(s), phone operator(s), and such other similar entity ("Third Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate or available for use in locations outside the United States and accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with all local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

Current Day Summary and Detail



Sample Company A
 SinglePoint
 Reported Activity as of 11/07/20XX
 Printed on 11/07/20XX at 12:27 PM CST

Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

CREDITS

Customer Deposit

Dollar Amount	Transaction Details
\$3,901,247.75	Bank Reference: 1627983 00000000000
\$46,000.00	Bank Reference: 1611246 00000000000
\$8,400.00	Bank Reference: 7890123 00000000000
\$12,600.00	Bank Reference: 3456789 00000000000
\$8,400.00	Bank Reference: 8901234 00000000000
\$12,600.00	Bank Reference: 4567890 00000000000
\$8,400.00	Bank Reference: 67890123 00000000000
\$0.00	DEPOSIT/FLOAT ADJUSTMENT Bank Reference: 1122334 00000000000 One Day Float: \$2,316.89 Two Day Float: 0 Three Day+ Float: 0

Subtotal: 8 Customer Deposit(s)
 \$3,997,647.75

Internal Wire Transfer Credit

Dollar Amount	Transaction Details
\$0.33	Amount: \$0.33 PAR Number: 0X1107000111 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$1.00	Amount: \$1.00 PAR Number: 0X1107000112 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$3.00	Amount: \$3.00 PAR Number: 0X1107000113 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$9.51	Amount: \$9.51 PAR Number: 0X1107000114 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$33.00	Amount: \$33.00 PAR Number: 0X1107000115 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$102.00	Amount: \$102.00 PAR Number: 0X1107000116 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX

Subtotal: 6 Incoming Internal Wire Transfer(s)
\$148.84

Incoming Fedwire

Dollar Amount	Transaction Details
\$60,000.00	Bank Reference: 987654321011 Transaction Reference: 48982571 Amount: \$60,000.00 Beneficiary Bank: XYZ Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXXXXXX9012 Details: For further credit Sample Recipient XXXXXXX Fed Ref: 000111 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: Originator: Sample Company ABC City State PAR Number: OX1107000117 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456

Subtotal: 1 Incoming Fedwire
\$60,000.00

Total Credits: 15
\$4,057,796.59

DEBITS**ACH Debit**

Dollar Amount	Transaction Details
\$58,000.00	USATAXPMT1234567890 01234567890

Subtotal: 1 ACH Debit
\$58,000.00

Internal Wire Transfer Debit

Dollar Amount	Transaction Details
\$0.22	Amount: \$0.22 PAR Number: OX1107000321 Send Date: Friday, November 7, 20XX Repeat Code: Wire 38 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$1.00	Amount: \$1.00 PAR Number: OX1107000322 Send Date: Friday, November 7, 20XX Repeat Code: Wire 39 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$2.00	Amount: \$2.00 PAR Number: OX1107000323 Send Date: Friday, November 7, 20XX Repeat Code: Wire 40 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$9.34	Amount: \$9.34 PAR Number: OX1107000324 Send Date: Friday, November 7, 20XX Repeat Code: Wire 41 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$22.00	Amount: \$22.00 PAR Number: OX1107000325 Send Date: Friday, November 7, 20XX Repeat Code: Wire 42 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX

\$101.00 Amount: \$101.00
 PAR Number: OX1107000326
 Send Date: Friday, November 7, 20XX
 Repeat Code: Wire 43
 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234
 Details: For further credit Sample Recipient XXXXXXXX
 Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX
 Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX

Subtotal: 6 Incoming Internal Wire Transfer(s)
 \$135.56

Customer Initiated Outgoing Fedwire

Dollar Amount	Transaction Details
\$60,000.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX Beneficiary Bank: 1234567891 Main Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXX00001234 FRB CITY Details: For further credit Sample Recipient XXXXXXXX Fed Ref: 000123 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: 34567 Originator: XXXX00001234 SAMPLE CO1234 PAR Number: OX1107000327 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456

\$40,000.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX Beneficiary Bank: 1234567891 Main Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXX00001234 FRB CITY Details: For further credit Sample Recipient XXXXXXXX Fed Ref: 001234 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: 34567 Originator: XXXX00001234 SAMPLE CO1234 PAR Number: OX1107000328 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456
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Subtotal: 2 Customer Initiated Outgoing Fed Wire(s)
 \$100,000.00

Outgoing USD International

Dollar Amount	Transaction Details
\$11.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX
	Beneficiary Bank: FOREIGNBANK1234
	Bank to Bank Info:
	Beneficiary Ref:
	Beneficiary: XX-123456 MODIFY INTL USD TEMPLAT
	Details: For further credit Sample Recipient XXXXXXXX
	Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX
	Intermediary Bank:
	Originator: XXXX00001234 SAMPLE CO1234
	PAR Number: 0X1107000329
	Receiving Bank: 091000000 MAIN BANK
	Send Date: Friday, November 07, 20XX
	Source: SPT Control Number: 123456
	Swift Ref: IMT234567890
	Value Date: Friday, November 07, 20XX

Subtotal: 1 Outgoing USD International
\$11.00

Total Debits: 10
\$158,146.56

GRAND TOTALS

Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

---End of Report---

Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

Previous Day Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/06/20XX

Printed on 11/07/20XX at 12:27 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

CREDITS

Customer Deposit(s)

Dollar Amount	Transaction Details
\$7,131,515.19	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 7,094,000.39/ 2 DAY FLOAT: 37,514.80/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX3037
\$12,188.38	IMMEDIATE FUNDS: 12,188.38/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX458
\$6,028.88	IMMEDIATE FUNDS: 102.24/ 1 DAY FLOAT: 5,430.01/ 2 DAY FLOAT: 429.08/ 3 OR MORE DAY FLOAT: 67.55/ Bank Reference: XXXXXX544
\$2,505.34	IMMEDIATE FUNDS: 18.15/ 1 DAY FLOAT: 2,472.50/ 2 DAY FLOAT: 14.69/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX321
\$1,991.52	IMMEDIATE FUNDS: 74.97/ 1 DAY FLOAT: 1,818.12/ 2 DAY FLOAT: 98.43/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX026
\$1,628.38	IMMEDIATE FUNDS: 69.11/ 1 DAY FLOAT: 1,486.40/ 2 DAY FLOAT: 72.87/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX812
\$600.01	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 600.01/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX418

Subtotal: 7 Customer Deposit(s)

\$7,156,457.70

ACH Settlement Credit(s)

Dollar Amount	Transaction Details
\$86,149.91	PAYROLL SETTLEMENT ABC COMPANY Bank Reference: XXXXXX888

Subtotal: 1 ACH Settlement Credit(s)

\$86,149.91

ACH Credit Detail(s)+A120

Dollar Amount	Transaction Details
\$1,282,770.71	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX970 Transaction Reference: XXXXXX001
\$986,660.00	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX920 Transaction Reference: XXXXXX011
\$800,502.00	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX708 Transaction Reference: XXXXXX021
\$200,300.00	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX270 Transaction Reference: XXXXXX051
\$150,000.00	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX271 Transaction Reference: XXXXXX061
\$98,000.00	BANKCARD XXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXX500 Transaction Reference: XXXXXX004
\$35,896.99	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXX903 Transaction Reference: XXXXXX000
\$20,000.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXX893 Transaction Reference: XXXXXX020
\$1,750.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXX788 Transaction Reference: XXXXXX221

Subtotal: 9 ACH Credit Detail(s)

\$3,575,879.70

Incoming Wire Transfers

Dollar Amount	Transaction Details
\$161,501,073.77	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7, 20XX 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 20XX1107B1QGC08C000275

\$8,002,880.00 PAR Number: 0X1107000165
 Date/Time Received: November 7,20XX 08:03:08 CDT
 Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE
 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

\$6,200,504.00 PAR Number: 0X1107000166
 Date/Time Received: November 7,20XX 08:03:08 CDT
 Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE
 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

\$6,786.00 PAR Number: 0X1107000176
 Date/Time Received: November 7,20XX 08:03:08 CDT
 Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE
 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

\$3,000.00 PAR Number: 0X1107000109
 Date/Time Received: November 7,20XX 08:03:08 CDT
 Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE
 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 4 Incoming Wire Transfers
\$175,714,243.77

Sweep Interest Income

Dollar Amount	Transaction Details
\$28.55	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 28.55/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:
\$23.13	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 23.13/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 2 Sweep Interest income
\$51.68

Sweep Principal Credit

Dollar Amount	Transaction Details
\$277,798.91	COMMERCIAL PAPER SWEEP PRINCIPAL IMMEDIATE FUNDS: 277,798.91/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 1 Sweep Principal Credit
\$277,798.91

Miscellaneous Credit(s)

Dollar Amount	Transaction Details
\$4.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 4.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.01	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.01/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$1.56	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 1.56/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$0.11	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.11/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX542 Transaction Reference: XXXXXXX070
\$0.09	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.09/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX616 Transaction Reference: XXXXXXX005
\$0.04	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.04/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX540 Transaction Reference: XXXXXXX070

Subtotal: 7 Miscellaneous Credit(s) \$10.09

TOTAL CREDITS \$1,730,025.19

DEBITS

ACH Debit(s)

Dollar Amount	Transaction Details
\$47,855.52	021406-HAVRE XXXXXX554 AC#XXXXXXXX6283 Bank Reference:
\$728.31	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXX144 Transaction Reference: XXXXXX001

Subtotal: 2 ACH Debit(s)
\$48,583.83

Check(s) Paid

Dollar Amount	Transaction Details
\$913,184.04	Bank Reference: 7716982 3456789012 Transaction Reference: 0000000012
\$900,061.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000013
\$121,600.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000018
\$55,121.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000001
\$48,400.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000044
\$20,371.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000014
\$10,146.76	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000022
\$4,233.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000089
\$910.96	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000068
\$158.85	Bank Reference: XXXXXX643 Transaction Reference: XXXXXX059
\$4.35	Bank Reference: 7717228 1234567890 Transaction Reference: 0000000042

Subtotal: 11 Check(s) Paid
\$2,074,190.96

Target Balance Debit(s)

Dollar Amount	Transaction Details
\$49,429,333.32	FUNDS TRANSFER TO DDA ACT XXX302016305 Bank Reference: XXXX000693
\$5,379,013.60	FUNDS TRANSFER TO DDA ACT XXX300504104 Bank Reference: XXXX000625
\$1,526,409.62	FUNDS TRANSFER TO DDA ACT XXX302016628 Bank Reference: XXXX000695

Subtotal: 3 Target Balance Debit(s)
\$56,334,756.54

Outgoing Wire Transfers

Dollar Amount	Transaction Details
\$106,012,003.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,20XX 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345

Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$13,424,624.16 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$5,822,052.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$4,821,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$2,848,500.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX

Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$109,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7, 20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

Subtotal: 5 Outgoing Wire Transfers
\$133,037,179.16

Securities Purchased
Dollar Amount Transaction Details
\$530,774.66 SWEEP TO COMMERCIAL PAPER INVESTMENT
Bank Reference: XXXXXXX107

Subtotal: 1 Securities Purchased
\$530,774.66

Currency and Coin Shipped
Dollar Amount Transaction Details
\$2,525.00 COIN/CURRENCY PURCHASED
Bank Reference: XXXXXXX641
Transaction Reference: XXXXXXX062
\$2,300.00 COIN/CURRENCY PURCHASED
Bank Reference: XXXXXXX214
Transaction Reference: XXXXXXX020
\$600.00 COIN/CURRENCY PURCHASED
Bank Reference: XXXXXXX261
Transaction Reference: XXXXXXX005

Subtotal: 3 Currency and Coin Shipped
\$5,425.00

Miscellaneous Fee(s)
Dollar Amount Transaction Details
\$63.64 Bank Reference: XXXXXXX020
\$42.52 Bank Reference: XXXXXXX020
\$34.90 Bank Reference: XXXXXXX038
\$31.00 Bank Reference: XXXXXXX042
\$21.00 Bank Reference: XXXXXXX072
\$20.00 Bank Reference: XXXXXXX073
\$18.00 Bank Reference: XXXXXXX083
\$15.61 Bank Reference: XXXXXXX013
\$11.01 Bank Reference: XXXXXXX093
\$10.12 Bank Reference: XXXXXXX088

Subtotal: 10 Miscellaneous Fee(s)
\$267.80

Miscellaneous Debit(s)
Dollar Amount Transaction Details

Printed on 11/07/20XX at 12:27 PM CST

\$2,575.00 CIB BOOK TRANSFER INTO DDA XXXXXXX068
Bank Reference:
\$0.71 Bank Reference: XXXXXXX683
Transaction Reference: XXXXXXX070
\$0.45 Bank Reference: XXXXXXX567
Transaction Reference: XXXXXXX044
\$0.09 Bank Reference: XXXXXXX035
Transaction Reference: XXXXXXX008

Subtotal: 4 Miscellaneous Debit(s) **\$2,576.25**

TOTAL DEBITS **\$588,786.39**

GRAND TOTAL

Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27
Total Amount of Credits	\$186,810,591.76
Number of Credits	32
Total Amount of Debits	\$192,033,754.20
Number of Debits	39

---End of Report---

Current Day ACH Summary and Detail

Sample Company A
 SinglePoint
 Reported Activity as of 11/07/200X
 Printed on 11/07/200X at 03:23 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Number of Credits	7
Total Amount of Credits	\$96,500.00
Number of Debits	1
Total Amount of Debits	\$58,000.00

ACH CREDITS

Dollar Amount	Transaction Details
\$4,234.57	Bank Reference: 9876544 00000000000
\$1,236.58	Bank Reference: 234567 00000000000
\$807.23	Bank Reference: 9876543 00000000000

Subtotal 3 ACH Credits
\$6,278.38

Total Credits: 3
\$6,278.38

ACH DEBITS

Dollar Amount	Transaction Details
\$58,000.00	USATAXPMT9999999999 9999999999
\$2,000.00	USATAXPMT8888888888 8888888888

Subtotal: 2 ACH Debit(s)
\$60,000.00

Total Debits: 2
\$60,000.00

---End of Report---

Disclaimer: Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

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Wire Detail

Sample Company A
SinglePoint
Reported Activity as of 11/07/200X
Printed on 11/07/200X at 06:40 PM CST

Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A

Credit Detail

Internal Wire Transfer Credit

Dollar Amount	Transaction Details
\$35,250.00	PAR Number: 0X1107000164 Date/Time Received: November 7, 200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$4,500.00	PAR Number: 0X1107000165 Date/Time Received: November 7, 200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$1,002.00	PAR Number: 0X1107000166 Date/Time Received: November 7, 200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 3 Incoming Internal Wire Transfer(s)
\$40,752.00

Incoming Fedwire

Dollar Amount	Transaction Details
\$60,000.00	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7, 200X 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 200X1107B1QGC08C000275

Subtotal: 1 Incoming Fedwire
\$60,000.00

Incoming USD International

Dollar Amount	Transaction Details
\$12,600.00	PAR Number: 050800X11073002029 Swift Ref: IMT0000052187 Date/Time Received: November 7, 200X 08:03:08 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Receiving Bank: 091000022 US BANK MINNESOTA Sender's Correspondent Bank: WPACAU2S WESTPAC BANKING CORPORATION SYDNEY Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA Beneficiary: 123456789012 SAMPLE BENEFICIARY A Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 1 Incoming USD International
\$12,600.00

Incoming FX International

Dollar Amount	Transaction Details
\$8,400.00	PAR Number: 0X1107002019 Swift Ref: IMT0000052187 Date/Time Received: November 7,200X 08:03:08 CDT FX Currency: EUR FX Amount: 1096.30 Rate: .003656 Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: WPACAU2S WESTPAC BANKING CORPORTATION SYDNEY Receiving Bank: 091000022US BANK MINNESOTA Sender's Correspondent Bank: WPACAU2S WESTPAC BANKING CORPORTATION SYDNEY Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA Beneficiary: 123456789012 SAMPLE BENEFICIARY A Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX

Subtotal: 1 Incoming FX International
\$8,400.00

Total Credits: 6
Total Credit Amount: \$121,752.00

Debit Detail

Internal Wire Transfer Debit

Dollar Amount	Transaction Details
\$1,891.00	PAR Number: 0X1107501151 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X
\$809.00	PAR Number: 0X1107501153 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X
\$2,092.56	PAR Number: 0X1107501156 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Beneficiary: 000123456789012 SAMPLE CO ABC Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X

\$1,020.00 PAR Number: 0X1107501158
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Beneficiary: 000123456789012 SAMPLE CO ABC
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 9876543210
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X
Approved By: User2 On Wed Nov 11 14:01:04 CDT 200X

Subtotal: 4 Internal Wire Transfer(s)
\$5,812.56

Customer Initiated Outgoing Fed Wire

Dollar Amount	Transaction Details
\$48,900.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 IMAD: 21156465654 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$40,000.00	PAR Number: 0X1107501181 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 IMAD: 21156465654 Source: SPT Control Number: 12002 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x
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Subtotal: 2 Customer Initiated Outgoing Fed Wire(s)
\$88,900.00

Outgoing USD International

Dollar Amount	Transaction Details
\$1,400.00	PAR Number: 0X1107501182 Swift Ref: 050803USBKUS44AIMT2284592167 Date/Time Completed: November 7,200X 08:03:08 CDT Send Date: August 03, 2005 Value Date: August 03, 2005 Repeat Code: 12345 Receiving Bank: BCDE EXPRESS BANK, LTD. Intermediary Bank: EFGHI BANK, LTD. Beneficiary Bank: FOREIGN COMMERCIAL BANK LTD TAIPEI TAIWAN Beneficiary: 0123456799012345 SAMPLE CO GHIJ HWAN RD TAYA SHIANG TAICHUNG HSIEN TAIWAN Beneficiary Ref: 0123456799012345 SAMPLE CO GHIJ Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428 Source: SPT Control Number: 12002

Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X
Approved By: User2 On Wed NOV 11 14:01:04 CDT 200Xo

Subtotal: 1 Outgoing USD International
\$1,400.00

Outgoing FX International

Dollar Amount Transaction Details

\$2,034.00 PAR Number: 0X1107001029
Swift Ref: IMT0000052187
Date/Time Completed: November 7,200X 08:03:08 CDT
Send Date: August 03, 2005
Value Date: August 03, 2005
Repeat Code: 12345
FX Currency: EUR
FX Amount: 1096.30
Rate: .003656
Contract Number: NODEALREF
Receiving Bank: 091000022US BANK MINNESOTA
Intermediary Bank: THE INTRMED BANK
Beneficiary Bank: US BANK MINNEAPOLIS MN, UNITED STATES OF AMERICA
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: SWF OF 05/08/01
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200X
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200X

Subtotal: 1 Outgoing FX International
\$2,034.00

Total Debits: 8
Total Debit Amount: \$98,146.56

----- End of Report -----

Disclaimer: Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

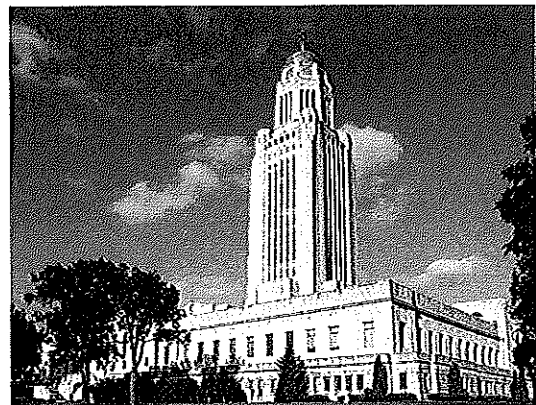


ACH ORIGINATION SERVICES

Cost Proposal

PRESENTED TO:
STATE OF NEBRASKA

RFP #NST021314



APRIL 4, 2014

Greer Almquist
Vice President
Government Banking Relationship Manager
Phone: 402-536-5101
Email: greer.almquist@usbank.com

Lisa Lefler
Vice President
Treasury Management Consultant
Phone: 402-434-1292
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**Form A.7
Cost Proposal**

Request for Proposal #NST021314

Bidder must specify if fees listed below are per transaction, per day, per month, annual, or one-time. Bidder must also specify if there is a daily, monthly, or annual maximum per service/transaction. Bidder must identify a price for each year of the initial period of the contract.

A yearly volume has been provided for evaluation purposes. These figures are not a guarantee of future yearly volumes.

In the event there are fees associated with the services solicited by this RFP that are not listed on the cost sheet below, the bidder shall list all such additional fees that could be charged under the contract resulting from this RFP *ON FORM A.8 "OTHER COSTS"*. The bidder should specify the unit of measure and any maximum caps, and follow essentially the same format as this cost sheet.

*Pricing is fixed Year 1 through Year 5.

ACH Origination Services								
Services	Volume	Cost	UOM	*Year 1	*Year 2	*Year 3	*Year 4	*Year 5
Account maintenance - per account	180	\$5.00	Per Month					
Electronic credits	6,539	\$0.03	Per Transaction					
Electronic debits	4,583	\$0.03	Per Transaction					
Online Services								
Current Day Detail – Account	180	\$15.00	Per Month					
Current Day Per item detail	571,643	\$0.015	Per Item Reported					
Current Day Per item summary	41,415	\$0.015	Per Item Reported					
Previous Day Detail - Account	180	\$15.00	Per Month					
Previous Day per item detail	703,341	\$0.015	Per Item Reported					
Previous Day Per item summary	45,180	\$0.015	Per Item Reported					
ACH Return and NOC Report	114	\$0.00	Per Account Per Month					
ACH Settlement Report	60	\$10.00	Per Account Per Month					
EDI Remittance Report	168	\$10.00	Per Account Per Month					
Account Analysis Report PDF	12	\$0.00	Per Month (Per Analysis Hierarchy)					
ACH Services								
ACH Monthly Maintenance	48	\$0.00	Per Month					
ACH Originated Addenda Item	3,669,635	\$0.002	Per Item					

ACH Process Run	2,221	\$1.00	Per File; \$200 Monthly Maximum (Per Analysis Relationship); via Direct Transmission Service					
ACH Originated Transit Item	3,129,145	\$0.0085	Per Item					
ACH Originated On-Us Item	674,056	\$0.0085	Per Item					
ACH File Confirmation Email	8,744	\$0.75	Per Email					
ACH Received Item	684,357	\$0.025	Per Item					
ACH Outgoing Transmission	762	\$20.00	Per File; \$200 Monthly Maximum (Per Analysis Relationship)					
ACH Monthly Maintenance – 3 rd party	24	\$20.00	Per Month (Per Analysis Relationship)					
ACH Return – per item	10,029	\$0.25	Per Item					
ACH Notification of Change	10,383	\$0.25	Per Item					
Business Echeck Block Month Maintenance	72	\$0.00	Per Account Per Month					
ACH Return/NOC Transmit Items	14,805	\$0.25	Per Item					
ACH Item Adjustment Request	247	\$3.00	Per Item/Batch/File Adjustment					
UPIC monthly maintenance	144	\$5.00	Per Account Per Month					
Revenue								
Monthly Maintenance for online system	12	\$0.00	No charge for E-Payment Service Administrative (online) site					
Monthly Maintenance for Web	12	\$100 First Application; \$50 Each Additional	Per Month					
Web Transactions – Non-Recur	439,825	\$0.31	Per Transaction					
IVR Initiated Payments	11,002	\$0.31	Per Transaction					
IVR Minutes	46,108	\$0.11	Per Minute					

*Pricing is fixed Year 1 through Year 5.

**Form A.8
Other Costs**

Request for Proposal #NST021314

In the event there are fees associated with the services solicited by this RFP that are not listed on Form A.7, the bidder should list all such additional fees that could be charged under the contract resulting from this RFP here. The bidder should specify the unit of measure and any maximum caps, and any other pertinent information regarding the identified cost.

*Pricing is fixed Year 1 through Year 5.

ACH Origination Services								
Services	Volume	Cost	UOM	*Year 1	*Year 2	*Year 3	*Year 4	*Year 5
Check Filter Monthly Maintenance	24	\$0.00	Per Month					
Book Transfer Monthly Maintenance	12	\$0.00	Per Month (Per Analysis Relationship)					
Wire Monthly Maintenance	12	\$25.00	Per Month (Per Analysis Relationship)					
(Online) Account Maintenance Add/Modify/Delete	1	\$15.00	Per Occurrence					
UPIC Set-up Fee	1	\$0.00						
Custom Report Monthly Fee	36	\$0.00	Standard reports can be customized via SinglePoint Information Reporting.					
E-Payment Monthly Maintenance for Web, IVR & operator-assisted service		\$300	Per Month					
Operator-assisted calls		\$0.95	Per Minute					
Security Token Monthly Maintenance		\$2.00	Per Token					
SinglePoint/Online Book Transfer		\$0.15	Per Transfer					
SinglePoint/Online ACH Origination Monthly Maintenance		\$10.00	Per Month (Per Analysis Relationship)					

SinglePoint/Online ACH Adjustment Monthly Maintenance	\$15.00	Per Month (Per Analysis Relationship)					
SinglePoint/Online ACH Warehouse Monthly Maintenance	\$20.00	Per Month (Per Analysis Relationship)					
SinglePoint External Messaging	\$15.00	Per Month (Per Analysis Relationship)					
Wire PIN Monthly Maintenance	\$0.00	Per Month					
Incoming Fedwire	\$3.00	Per Wire					
Voice-initiated Fedwire (with repeat code)	\$8.00	Per Wire					
Voice-initiated Fedwire (no repeat code)	\$10.00	Per Wire					
SinglePoint-initiated Fedwire (with repeat code)	\$3.00	Per Wire					
SinglePoint-initiated Fedwire (no repeat code)	\$4.00	Per Wire					
Voice-initiated International Wire (with repeat code)	\$20.00	Per Wire					
Voice-initiated International Wire (no repeat code)	\$31.00	Per Wire					
SinglePoint-initiated International Wire (repeat and non-repeat)	\$20.00	Per Wire					
Incoming International Wire	\$10.00	Per Wire					
Zero Balance Account – Lead	\$5.00	Per Month Per Account					
Zero Balance Account –	\$10.00	Per Month Per Account					
International ACH Received Item	\$0.50	Per Item					
ACH Redeposited Item	\$0.75	Per Item					
E-Payment ACH Return Item	\$1.00	Per Item					
E-Payment ACH Notification of Change Item	\$1.00	Per Item					
ACH Block Monthly Maintenance	\$0.00	Per Month Per Account					
ACH Filter Monthly Maintenance	\$3.00	Per Month Per Account					
ACH Live Data Capture (TRAP)	\$0.02	Per Item					

ACH Copy Data Capture (TRAP) Item	\$0.02	Per Item					
SinglePoint ACH Process Run	\$1.00	Per Batch/File					
SinglePoint User Maintenance (adds/modifications/deletes)	\$8.00	Per Occurrence					
ACH Received Stats Report	\$25.00	Per Month Per Account					
ACH Received Item Report	\$25.00	Per Month Per Account					
ACH Transaction Capture Report	\$25.00	Per Month Per Account					
ACH Letter of Indemnity	\$20.00	Per Letter					
Wire Transfer Special Handling	\$8.00	Per Wire					
Bank Assisted Wire Transfer	\$35.00	Per Wire; surcharge in addition to Wire fee					
SinglePoint/Online Internal Wire Transfer	\$1.00	Per Wire to another State account					

*Pricing is fixed Year 1 through Year 5.

Form A

Bidder Contact Sheet

Request for Proposal Number #NST021314

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	U.S. Bank
Bidder Address:	233 S. 13 th Street Lincoln, NE 68508
Contact Person & Title:	Greer Almquist, Vice-President
E-mail Address:	Greer.almquist@usbank.com
Telephone Number (Office):	(402) 536-5101
Telephone Number (Cellular):	(913) 484-6908
Fax Number:	(402) 536-5214

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	U.S. Bank
Bidder Address:	233 S. 13 th Street Lincoln, NE 68508
Contact Person & Title:	Greer Almquist, Vice-President
E-mail Address:	Greer.almquist@usbank.com
Telephone Number (Office):	(402) 536-5101
Telephone Number (Cellular):	(913) 484-6908
Fax Number:	(402) 536-5214

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed in ink Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: www.treasurer.org/tm or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: www.treasurer.org/tm.

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the State in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

- | | | |
|----|---|-----------------------------------|
| a. | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | |
| | Coverage A | Statutory |
| | Coverage B | |
| | Bodily Injury by Accident | \$100,000 each accident |
| | Bodily Injury by Disease | \$500,000 policy limit |
| | Bodily Injury by Disease | \$100,000 each employee |
| b. | COMMERCIAL GENERAL LIABILITY | |
| | General Aggregate | \$2,000,000 |
| | Products/Completed Operations Aggregate | \$2,000,000 |
| | Personal/Advertising Injury | \$1,000,000 any one person |
| | Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| | Fire Damage | \$50,000 any one fire |
| | Medical Payments | \$5,000 any one person |
| c. | COMMERCIAL AUTOMOBILE LIABILITY | |
| | Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| d. | UMBRELLA/EXCESS LIABILITY | |
| | Over Primary Insurance | \$1,000,000 per occurrence |

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Nebraska State Treasurer's Office, State Capitol Building; Suite 2005, PO Box 94788; Lincoln, NE 68509 (facsimile 402-471-4390). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractor(s) must be identified by name and contact information, and the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. A copy of the proposed subcontract must be included in the proposal. The ability of the subcontractor to perform the subcontracted services will be part of the State's evaluation of the proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	

GA			
NOTES/COMMENTS:			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	

		RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

NOTES/COMMENTS:

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The selected contractor will supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be an established dollar amount of \$250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

DD. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State and the contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed pursuant to this RFP.

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:

Standard	\$2,000.00 per day
High	\$5,000.00 per day
Critical	\$10,000.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor(s) fail to perform or comply with certain requirements in the contract(s), other than failures caused by the State or circumstances beyond the control of the contractor(s) or their agents (natural disasters, etc.).

1. ACCEPTANCE OF ACH FILES

Within three (3) hours of contractor being notified by State that contractor was not available to accept ACH Credit/Debit Origination files (by any method used by State agencies to transmit files not limited to: direct transmission, PC encryption transmission, Internet upload), contractor will either resolve the situation within three (3) hours so the ACH Credit/Debit Origination files can be received from the State or pay liquidated damages.

Category: Critical

2. ABILITY TO ACCESS DAILY BANK REPORTING INFORMATION

Upon being notified by the State that daily bank information reports prior day balance reports, current day balance reports, ACH return and Notice of Change reports, ACH current day and prior day addenda reports, and CSV exports are unavailable,

contractor will either resolve the situation within four (4) hours and make all required reports available to State staff or pay liquidated damages.

Category: Critical

3. TRAP FILES AVAILABILITY

Upon being notified by the State that daily trap files for the Nebraska Department of Revenue or the Nebraska Department of Insurance are not available to State staff for download, contractor will either resolve the situation within four (4) hours having the trap files available to State staff or pay liquidated damages.

Category: High

4. SENDING/RECEIVING OF WIRES

Upon being notified by the State that contractor is unable to send/receive wires on behalf of the State, contractor will either resolve the situation within four (4) hours after being notified or pay liquidated damages.

Category: High

5. RAW DATA RETURN AND NOTICE OF CHANGE FILE/TRANSMISSION AVAILABILITY

Upon being notified by the State that daily raw data return and notice of change file/transmission is unavailable, contractor will either resolve the situation within eight (8) hours by making the file/transmission available to State staff or pay liquidated damages.

Category: Standard

6. ACH RETURNS, ACH REVERSALS, AND ACH DELETES PROCESSING

The contractor will be responsible to process batch, file, and individual item ACH Returns, Reversals, and Deletes the same day the State has notified the bank. Failure to properly handle or handling these types of requests outside the day the request was initiated will require a payment of liquidated damages to the State.

Category: Standard

7. ACH CREDIT/DEBIT ON-US TRANSACTION POSTING

Contractor will post ACH transactions timely and accurately within the NACHA Operating Rules. Contractor will correct errors made to customers account/State clients due to posting errors within eight (8) hours after State notifies contractor of error or pay liquidated damages.

Category: High

8. CUSTOMER SERVICE

Contractor will provide adequate customer service support to the State and State clients/vendors. When contacted by the State staff or State vendors/clients for information customer service will provide a response back to inquiry in a reasonable time frame.

Example of service levels requested:

Request for trace number/or additional information of ACH transaction with an effective date within the last sixty (60) days. Expected response time frame: Contractor will provide within twenty-four (24) hours.

State Vendor/Receiving Bank request for addenda information on an ACH transaction with an effective date within the last sixty (60) days. Expected response time frame: Contractor will provide within eight (8) hours of contact from State Vendor or Receiving Bank.

Request for trace number/or additional information of ACH transaction with an effective date within the more than sixty (60) days old. Expected response time frame: Contractor will provide within forty-eight (48) hours.
Category: Standard

9. RFP REQUIRED REPORTING

Within three (3) business days of contractor being notified by the State, reports not provided by contractor will be made available to the State or contractor will pay liquidated damages.
Category: Standard

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State will require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Please provide a sample of a bank account analysis statement with an explanation of the statement. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. AUDIT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the

proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a hired employee.

If the contractor is an individual or sole proprietorship, the following applies:

1. The contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
GA			
NOTES/COMMENTS:			

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.