

BANKING SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF JOLIET AND JPMORGAN CHASE BANK, N.A. FOR BANKING SERVICES

THIS AGREEMENT, made and entered into in Will County, Illinois, by and between the **CITY OF JOLIET**, an Illinois Municipal corporation hereinafter called the "City", and **JPMORGAN CHASE BANK, N.A.**, hereinafter called the "Financial Institution"

WHEREAS, the Financial Institution has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Illinois governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

I. PURPOSE

The purpose of this agreement is to provide the City with banking and financial services as described in Section II. The general terms and conditions of relationships between the City and the Financial Institution are specified in this agreement.

II. SCOPE OF WORK

The Financial Institution shall furnish all labor, materials and supplies necessary to perform the required Banking Services as stated in the Banking Services Proposal (the "RFP") attached as Exhibit A and incorporated by this reference. All performance of Banking Services under this Agreement shall meet all applicable requirements of the state and federal law. All Banking Services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

III. OBLIGATIONS OF THE FINANCIAL INSTITUTION

3.1 MINOR CHANGES IN SCOPE. The Financial Institution shall accept minor changes, amendments, or revisions in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work: The City may desire to have the Financial Institution perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. Work under a supplemental agreement shall not proceed until

executed in writing by the parties.

3.2 TIME OF PERFORMANCE. The term of this agreement shall be five (5) years beginning August ____, 2026 through August ____, 2031. Upon mutual written consent, subject to the provisions for termination as set forth in Section V, paragraph 5.2, this agreement may be extended, each time for one (1) additional year. During the extension period, all terms and conditions of the existing Agreement shall remain in effect except for those terms and conditions mutually agreed to in writing and amended for the extension period. The Financial Institution shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement. In the event this Agreement is not formally renewed, or a successor Agreement is not executed by the parties by the end of the term and the Bank continues providing services to the Board, the term of this Agreement shall extend on a month-to-month basis.

3.3 NON-ASSIGNABLE. The services to be provided by the Financial Institution shall not be assigned or subcontracted without the express written consent of the City.

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

3.4 EMPLOYMENT. Any and all employees of the Financial Institution, while engaged in the performance of any work or services required by the Financial Institution under this agreement, shall be considered employees of the Financial Institution only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Financial Institution or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Financial Institution.

3.5 INDEMNITY.

- a. The Financial Institution will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents, and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments, and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" directly resulting from, arising out of, or related to one or more claims arising out of negligent acts or willful misconduct of the Financial Institution in performance of Financial Institution's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits,

causes of action and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Financial Institution or other person, and all property owned or claimed by the City, the Financial Institution, or affiliate of the Financial Institution or any other person.

- b. The provisions of this section shall survive the expiration or termination of this agreement solely with respect to losses occurring during the term of the Agreement.
- c. Notwithstanding the foregoing the Financial Institution's indemnification liability shall not exceed, in the aggregate, an amount equal to 1 times (1x) the actual annual service fees collected over the previous twelve (12) months, or, in the case of an indemnification obligation incurred prior to completion of twelve (12) months of service, the estimated fees paid, or payable, to the Financial Institution for the first twelve (12) months under the contract. Neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages or the same are reasonably foreseeable. For the avoidance of doubt, the indemnification cap applies to the Bank's obligation to indemnify the City against third party claims under this Agreement and does not apply to claims for direct losses.

3.6 INSURANCE. The Financial Institution shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may Arise from or in connection with the performance of the work hereunder by the Financial Institution, its agents, representatives or employees.

No Limitation. Financial Institution's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Financial Institution to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

a. Minimum Scope of Insurance. Financial Institution shall obtain insurance of the types described below:

- 1. Business Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be included as an insured under the Financial Institution's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Illinois.

4. Bankers Professional Liability insurance appropriate to the Financial Institution's profession.

b. Minimum Amounts of Insurance. Financial Institution shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Financial Institution's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Financial Institution's insurance and shall not contribute with it.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

e. Verification of Coverage. Financial Institution shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Financial Institution before commencement of the work. Throughout the term of this Agreement, the Financial Institution shall provide the City with proof of insurance upon request by the City.

3.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY

LEGISLATION. The Financial Institution agrees to make good faith efforts to comply with equal opportunity employment and prohibit discrimination against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or any other forms of compensation; selection for training, rendition of services. The Financial Institution further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Financial Institution understands and agrees that if it violates this nondiscrimination provision, after issuance of a final, non-appealable determination by a court or government agency, this agreement may be

terminated by the City, and further that the Financial Institution will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been addressed.

3.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Financial Institution agrees to make good faith efforts to comply with 775 ILCS 5, prohibiting unfair employment practices, to the extent not in conflict with or in violation of federal anti-discrimination laws or applicable guidance.

3.9 LEGAL RELATIONS. The Financial Institution shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Illinois, except to the extent preempted by federal law. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Will County Illinois.

3.10 INDEPENDENT CONTRACTOR. The Financial Institution's relation to the City shall at all times be as an independent contractor. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Financial Institution nor any employee of the Financial Institution shall be entitled to any benefits accorded City employees by virtue of the performance of Banking Services provided under this Agreement. The City shall not, for any reason, be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State industrial insurance program, or otherwise assuming the duties of an employer with respect to the Financial Institution, or any employee of the Financial Institution.

3.11 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Financial Institution agrees to and will notify the City of any potential conflicts of interest in Financial Institution's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

3.12 RECORDS REQUESTS/CITY CONFIDENCES. Subject to the Account Documentation, The Financial Institution agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City. The Financial Institution acknowledges that the City is subject to the Freedom of Information Act, 5 ILCS 140 ("FOIA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the FOIA, whether or not the records are in the possession or control of the City or Financial Institution. All exemptions to the FOIA are narrowly construed. If the City, in its sole legal judgment, believes that the Financial Institution possesses records that (1) are responsive to a FOIA request and (2) were used by the City, the City will request the records from the Financial Institution. The Financial Institution will, within five (5) business days:

- i. Provide the records to the City in the manner requested by the City;
- ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
- iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Financial Institution has made a diligent search and did not locate any requested documents.

IV. OBLIGATIONS OF THE CITY

4.1 PAYMENTS. The Financial Institution shall be paid by the City for completed work for services rendered under this agreement and as detailed in the Account Documentation and Exhibit B fees as provided herein after. Fees will be paid through compensating balances or where and if specified in the exhibit through direct debit to the City's account. Such payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Financial Institution an additional amount based on a time and expense basis, based upon Financial Institution's current schedule of hourly rates.

4.2 CITY APPROVAL. Notwithstanding the Financial Institution's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

V. GENERAL

5.1 NOTICES. Notices to the City shall be sent to the following address:

City of Joliet

Attn: City Clerk

150 W Jefferson Street Joliet, IL 60432

Notices to the Financial Institution shall be sent to the following address:

JPMorgan Chase Bank, N.A.

Attn: Maleek Thomas

10 S Dearborn St,

Chicago, Illinois, 60603

Email: maleek.thomas@jpmorgan.com

Receipt of any notice shall be deemed effective five (5) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 TERMINATION. The right is reserved by the City to terminate this agreement in whole or in part at any time upon Three (3) months' written notice to the Financial Institution.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be

made to the Financial Institution which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination and that work which could not be reasonably terminated at the time the written notice was received, applied to the total work required for the project.

5.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

5.4 NONWAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

5.5 INTEGRATED AGREEMENT. The entire and integrated agreement between the City and the Financial Institution related to the Banking Services shall consist of this Agreement, the Financial Institution's Bid Response and the City's RFP as modified by the Bid response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) the Account Documentation, (3) the Bid Response and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Banking Services.

5.6 CHOICE OF LAW. Except to the extent preempted by federal law, all questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Illinois, and venue for any action in court for the interpretation of the terms of this Agreement, shall be in Will County, Illinois.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives, to be effective as of the date of the last signature below.

JPMORGAN CHASE BANK, N.A.

By: _____
Maleek Thomas

Its: Authorized Officer

DATED this _____ day of _____, 2026.

CITY OF JOLIET

By: _____
H. Elizabeth Beatty, City Manager

DATED this _____ day of _____, 2026.

ATTEST:

APPROVED AS TO FORM:

By: _____
Lauren O'Hara, City Clerk

By: _____
Todd Lenzie, Interim Corporation
Counsel

ATTACHMENTS:

EXHIBIT A: Financial Institution submission to Banking Services Request for Proposal

EXHIBIT B: Fees

EXHIBIT C: Financial Institution's account terms and service terms including related bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time (collectively referred to as "Account Documentation")

EXHIBIT A



J.P.Morgan

Proposal for the City of Joliet

Comprehensive Banking Services
Bid 2944-1125 | November 21, 2025





“The strength of our company has allowed us to always be there for clients, governments and communities—in good times and in bad times—and this strength has enabled us to continually invest in building our businesses for the future.”

JAMIE DIMON

Chairman and Chief Executive Officer
JPMorgan Chase & Co.

A message to the City of Joliet



November 21, 2025

Milton Kanellakes
Purchasing Director
City of Joliet
150 W Jefferson St
Joliet, IL 60432

Dear Milton:

JPMorgan Chase Bank, N.A. (J.P. Morgan) is excited to respond to the City of Joliet's (the City) Banking Services Request for Proposal (RFP). This proposal is an opportunity to confirm our understanding of your objectives and demonstrate our capabilities as a comprehensive banking provider who can satisfy all services requested in the RFP. The City can be confident J.P. Morgan meets the requirements and has the size and depth to provide the long-term strategic support you deserve. As Illinois' fourth largest city, the City stands at a pivotal moment—ready to embrace innovation and operational efficiency to better serve your residents and stakeholders.

Throughout our recent meetings, we have listened closely to the City's aspirations for a banking provider who can deliver more than just transactional services. Your leadership has expressed a clear desire for forward-thinking solutions, streamlined processes, and a relationship built on trust and collaboration. We share this vision and are excited by the opportunity to become the City's bank.

We believe selecting us as your banking provider will benefit the City and your residents in the following ways:

- **Dedication to exemplary service:** We offer innovative, tailored solutions with a consultative approach, delivering improved service and support.
- **Experience and best practices:** The City is supported by a skilled team with over 40 years of combined experience, providing you improved service and support through a consultative approach.
- **Understanding local government needs:** We are a market leader in providing the services outlined in the RFP and have a deep understanding of the City's processes. Our proposal aims to enhance cash flow and minimize banking costs through efficient treasury services solutions.
- **Dedication to the City's goals:** Regular meetings and quarterly reviews align our services with your goals, supported by fee waivers and technical resources.
- **Financial stability:** With assets of over **\$4.4 trillion** and total equity of **\$351 billion**, our financial stability delivers reliable support for the City.
- **Technology capabilities:** Our investments in innovation and cybersecurity benefit the City, with secure online banking via the J.P. Morgan Access® platform.
- **Transition incentive:** To demonstrate our dedication to this relationship, if we are awarded banking services requested in this RFP, we will provide the City with discounted pricing that will be locked in for **5 years** and a **waiver** of account analysis fees for the first **12 months** of the contract. We are also offering a managed rate ECR of **254 bps**.

We are focused on providing forward-thinking solutions for the City's future needs. Please feel free to contact me with any questions or to arrange a meeting for further discussion. We look forward to continuing the development of our successful relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "M Thomas", with a long, sweeping horizontal line extending to the right.

Maleek Thomas, Relationship Manager

P: (312) 732-5333
10 S Dearborn St, Floor 47
Chicago, IL 60603-2300
maleek.thomas@jpmorgan.com

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- Attachment 4: Sample collateral agreement
- Attachment 5: Availability schedules
- Attachment 6: SOC 1 reports
- Attachment 7: Cybersecurity Overview client letter
- Attachment 8: Commercial Card - Tarrant County Consortium Agreement
- Attachment 9: 2025 Resiliency Client letter
- Attachment 10: Sample implementation schedule
- Attachment 11: J.P. Morgan Access Technology Checklist
- Attachment 12: Sample J.P. Morgan Access reports
- Attachment 13: Sample ARP reports
- Attachment 14: Treasury Services pro forma pricing
- Attachment 15: ARP Issue File Layout sample
- Attachment 16: Check Image Transmission Format guide
- Attachment 17: Sample Receivables Online reports
- Attachment 18: Sample ACH Nacha file specifications
- Attachment 19: Consortium Rebate Overview
- Attachment 20: J.P. Morgan Access What to Expect checklist

Executive Summary

The City has an exciting opportunity to receive innovative banking services and solutions. With J.P. Morgan, the City can be confident we recognize and understand your business needs. As you expand your strategy to propel yourself into the future, your financial provider should demonstrate their approach to pioneering solutions, transforming industries, embracing diversity and providing dedicated support.

An important step to take for good financial health is transforming treasury to meet the changing needs of your constituents and to help make sure of business resiliency. Having a cohesive, seamless treasury management system facilitates better insights into managing receivables, payables, liquidity, credit, which provides a strong base of operations for your everyday needs and offers enhanced preparedness if a disruption occurs.

We are excited about this opportunity to begin a relationship with the City. Your J.P. Morgan team is dedicated to addressing your key business issues and delivering solutions that achieve additional efficiencies, enhance risk mitigation and improve service. We will work with the City to plan our initiatives to align with your objectives and consistently re-evaluate this plan to stay current with your goals and priorities.

Competitive services fees and financial benefits

We are offering the City a competitive pricing structure:

- Competitive pricing
- 12-month waiver of analysis fees if awarded the Banking Services business
- 5-year lock on pricing
- Checking account with earnings credit rate (ECR) of 2.54%
- Checking account with hard dollar interest of 2.44%
- 4 remote deposit scanners at no cost
- Armored courier (approved vendors only) fees can be offset by ECR

Experienced relationship team

Our Government Banking team is a specialized group of relationship managers dedicated to delivering solutions to state and local governments:

- We demonstrate our commitment and experience in the government sector by serving more than 2,100 government clients.
- **Your Relationship Manager**, Maleek Thomas, is responsible for coordinating all aspects of the City's relationship with J.P. Morgan. Tameka Kirkman, your Treasury Management Officer, is responsible for developing treasury solutions and for providing specific information related to our proposal.

- **Your staff remains** up to date through regular relationship reviews, training opportunities and client discussions via local coverage.
- We assign an experienced onboarding specialist to facilitate the transition and implementation of services.

Reputable financial institution

Our financial stability is demonstrated by statistics (as of September 30, 2025):

- **\$859 billion** in market capitalization
- **\$1.4 trillion** in loans
- **\$2.6 trillion** in deposits
- **\$360 billion** total stockholder equity

We also have Tier 1 capital Ratio and Total Capital Ratios of 15.8% and 17.7%, respectively; the ratios presented are calculated under the Basel III Fully Phased-In Approach.

Seamless onboarding experience

We deliver solutions tailored to your needs and provide a dedicated resource to fully support your onboarding journey:

- Develop a tailored implementation plan that fits the needs of the City's organization
- Work with you to understand each operating environment and collaborate with leadership to deploy a cohesive strategy
- In the spirit of continuous improvement, act on client feedback to enhance your experience

The City's objectives

With decades of experience working with all levels of government, including entities like the City, our government banking team can guide you through quickly implementing banking services that meet your needs and exceed your expectations.

Goals	Recommendations
Price of services	Realize cost savings with our competitive pricing schedule Continue to work to find other products and services that can provide a larger cost savings, while protecting the security of your information

Ease of Integration	Implement our industry leading banking services and platforms, which are designed to integrate seamlessly with your Workday ERP application providing the ability to scale and adapt to meet your future needs

Goals	Recommendations
Dedicated resources	Count on your dedicated government banking professionals to provide quality service Depend on us to meet with you regularly to secure your satisfaction
Enhanced reporting, fraud control, and cybersecurity prevention	Use our global treasury platform, J.P. Morgan Access, for consolidated location reporting and transaction processing Employ ACH transaction review, debit block, and advanced positive pay functionality to safeguard against unauthorized debits to your accounts
New technologies that increase efficiencies	Realize processing and cost savings by leveraging our significant investment in new technology tools such as account validation Use remote deposit capture to remit payments received in the office, reduce sending packages to the bank, increase efficiency, improve funds availability and lower costs
Well-managed implementation	Rely on our dedicated and experienced J.P. Morgan project manager to guide you through a thoughtful transition plan Count on your government relationship team to participate in the entire process to secure your satisfaction

Relationship with Paymentus/Digital Bill Payment

As a current Paymentus client, you recognize the value their service delivers to your constituents. Through our partnership with Paymentus, J.P. Morgan offers a market-leading, paperless electronic bill presentment and payment solution, providing your customers with a seamless and efficient payment experience. By contracting directly with J.P. Morgan, you benefit from the combined expertise of two industry leaders—Paymentus, with its innovative payments platform, and J.P. Morgan, the #1 merchant acquirer in the U.S., for secure and accurate transaction processing.

Our integrated platform supports web, mobile, IVR, and in-person payments, allowing constituents to view and pay invoices electronically using eCheck, credit or debit cards, digital wallets, or in-person cash payments.

Key benefits include:

- Streamlined reconciliation and reduced paper processes
- Improved working capital by minimizing paper float
- Accelerated collections through electronic payments

A key objective that is shared across the nation amongst our government clients is enhancing essential services. Municipalities must effectively use limited resources, budget and staff while providing increased value to taxpayers. Through Digital Bill Payment government clients can now get simplified merchant pricing with a single fee through account analysis—allowing you to use earnings credit rate to pay for any of the solution fees. We are happy to provide Digital Bill Payment pricing upon receiving departmental volume breakdown for both card and eCheck. This detailed information will allow us to provide you with a competitive pricing proposal.

We're invested in your success

Our mission is to support people, strengthen communities and advance local economies. We're deeply dedicated to local growth and transformation while maintaining the richness and culture that's so important to you.

Building stronger communities together

Our mission: Make a lasting difference

JPMorganChase Commercial Banking provides capital, expertise and financial solutions to spur business growth and help make communities stronger. Because we know your success is your community's success too.

We focus on these areas to help power economic growth:

- [Affordable housing](#)
- [Community Development](#)
- [Diverse and underserved businesses](#)
- [Government](#)
- [Green Economy](#)
- [Healthcare](#)
- [Higher education](#)
- [Minority Depository Institutions \(MDIs\)](#)
- [Midsize companies](#)
- [Nonprofits](#)

Here's how we're making a difference in your community

We invest in the economy: We provide capital to businesses, governments and nonprofit organizations in local markets. This is how we show our support:

- We have 273 employees working and 862 living in the County
- We have more than 26,200 small business customers and 332,300 consumer customers in the County
- We've purchased more than \$983,700 goods and services in the County

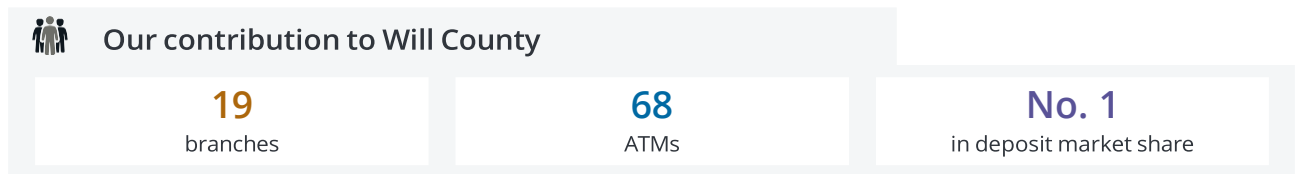


Want to learn more about our mission and impact? Download our business overview or visit jpmorgan.com/CB-impact.



We invest in community: The strongest, most resilient communities are those with thriving educational systems, resources for people and businesses, and investments in infrastructure. We've contributed:

- \$170,900 to nonprofits in the County (2019-2025)
- \$56,800 toward career and service skills support (2019-2025)
- \$33,700 to support financial health and wealth creation (2019-2025)
- \$12,500 toward business growth and entrepreneurship support (2019-2025)



We invest in technology: Our 2025 technology spend budget is **\$18 billion**. This major commitment is your assurance that we are prepared and able to meet your needs and requirements during these turbulent economic conditions.

We stay one-step ahead when it comes to Government Banking

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

- **Expertise:** We have institutional banking knowledge gained through our more than more than 2,100 public agency clients and our Government Council resource
- **Technology:** Our tech innovations are funded by a technology budget of **\$18 billion** that includes investments in cybersecurity
- **Service:** Stay up to date through regular relationship reviews, training opportunities and discussions with your local team
- **One relationship:** Leverage us to provide a broad assortment of services that can help reduce costs, improve services and better manage risks
- **Onboarding:** Your experienced client onboarding manager, Jimmi Mattingly-Propes, will facilitate your transition and onboarding of services and provide you with insights and project visibility

Our Government Council benefits you

Each year, our Government Council hosts client webinars, provides articles on topics of interest, such as shared services and mobile payments, and participates in government conferences. Learn from your peers and government sector experts about best practices and innovative solutions.

Our Government Industry Council consists of senior bank management, relationship managers, and industry and product experts who collaborate to help our products remain aligned with our clients' financial, operational and regulatory requirements. You maintain a voice in the Government Council. Your relationship team communicates feedback to the Council to provide recommendations for improvements to our products and services.

Why J.P. Morgan

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

- **The people and the experience:** Client onboarding and service should be nothing short of outstanding. The bank you choose should exceed your expectations in planning, operational accuracy, troubleshooting, communication, sense of urgency, care and kindness.
- **Thought leadership:** The bank you select should employ the very best people in the industry who have the experience and expertise to apply best practices on a regular basis and keep you abreast of emerging technology and trends.
- **New and different technology:** You're choosing a bank for its people and what the future holds. You enter a long-term strategic relationship and invest in that bank's technology of the future. It's important to understand your provider's budget and roadmap. You should feel confident it has the resources and vision to stay ahead of rapidly changing technologies.
- **Understanding of culture and vision:** You deserve a highly experienced team of treasury experts that understands your needs, culture and vision for the future and the goals of each of your departments—both individually and as a whole.

Our commitment

Our government expertise is one of the many reasons clients choose J.P. Morgan Commercial Banking.

We provide quality service, make it easy to do business with us and build long-lasting relationships based on client satisfaction.

We understand you're working to achieve efficiency and create a bright future. We know it's all in the details. By selecting us as your primary provider, you're choosing a proven and dependable institution focused on aligning your objectives with solutions to exceed your goals.

In conclusion

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

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

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

The integrity and quality you expect.

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



Solution Overview

The City is seeking a financial services provider that offers industry-leading treasury products to help optimize cash flows and achieve operational efficiencies while providing high quality service. As your bank, our vision for your treasury services is aligned to meet your objectives.

Account structure

We will work closely with the City to review each account and any subaccounts to help keep the total number of your accounts minimal—while still allowing for easy reconciliation and robust, real-time reporting. We offer a competitive earnings credit rate for balances maintained in your demand deposit accounts, as well as Hybrid Demand Deposit Accounts, that would allow you to earn interest on excess funds after covering monthly service fees. We will work with you to determine the level of balances needed to **maximize earnings** and make certain the excess balances are generating an attractive return as well.

Account reconciliation

The City can receive account reconciliation reports with a month-end cutoff through J.P. Morgan Access. Our online portal enables you to eliminate mail time associated with paper reports and the need for storing paper reports. Reconciliation data files can also be delivered. We will notify the City by email when reports and files are available to be retrieved. We can report on checks with the status of paid, reconciled, stopped, voided, or outstanding.

Online banking

Our online portal, J.P. Morgan Access®, puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service.

- **Reporting:** Balance and transaction information, cash concentration, disbursement, funds transfer and liquidity.
- **Payments:** Wires, book transfers, account transfers and ACH via free-form or templates. With just a few clicks, users can make all key transactions (wire transfers, ACH, liquidity investments and foreign exchange) from a single page.
- **Checks:** Positive pay services, stop payment services, reconciliation reporting, data download, bank statements and data download.
- **Liquidity solutions:** Cash balances and cash investment positions, cash concentration structures and flows, inter-company positions and accruals.
- **Administration:** A powerful and innovative entitlement engine that saves time, increases productivity, and controls everything users can see and do.

- **Statements:** A central repository for bank, account analysis, and liquidity statements.
- **Transaction services:** Provides a single point of entry to initiate inquiries and amend, cancel, or reverse ACH and wire payments.

Reporting

Maximize the decision-making process across your organization with easy access to critical real-time data via multiple channels: PC, tablet and mobile devices. We strongly believe in delivering value without charging clients additional costs to use our services. The following J.P. Morgan Access services are offered at no cost to you:

- Alerts help you manage your accounts
- J.P. Morgan Integrated Solution for Excel aids in cash forecasting
- Transaction services including 7 years of wire details and 15 months of historical ACH transaction information on all ACH-originated payments
- Access Mobile helps you manage your accounts on the go
- Online bank statements (seven years)

Receivables

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

- **ACH eLockbox:** An electronic payment consolidation service to help you save time, improve productivity and reduce costs
- **Remote Deposit Capture:** Provides you desktop scanning capabilities including the ability to capture checks and full-page documents and deposit directly to your bank account
- **Remitter management database:** Use MICR line information for incoming payments to reconcile recurring receipts
- **Virtual reference numbers (VRN):** Assign a supplier a VRN to easily identify incoming payments without requiring multiple accounts

Payments

We take a holistic approach to recommending the best payment method for each supplier. We complete a comprehensive payables review for you to identify enhancement opportunities for your processes. Below are select highlights:

- **Virtual card:** Use for supplier payments.
- **Concourse:** Digital payments for business-to-consumer (B2C) use cases that leverages an email address and alias ID. Maximize acceptance by leveraging a combination of the following three solutions: Concourse, Zelle® and check print outsourcing—without prefunding payments.
- **J.P. Morgan Real-Time Payments:** Offers immediate funds availability, payment finality, instant payment confirmation and integrated information flows—all in seconds so you can make urgent payments just-in-time.

Most importantly, we strive to meet your payables goals, including reducing checks, improved payee experience and reconciliation, enhancing security, driving efficiency and generating revenue.

Fraud prevention solutions

We will provide the City with comprehensive, easy-to-use, internet-based solutions to help you manage disbursement activities, mitigate fraud risk and streamline account reconciliation processes.

- **Positive pay:** The ability to quickly and accurately make positive pay exception decisions online helps minimize your exposure to check fraud
- **Payee verification:** Identify potential fraudulent checks and reduce the risk of payee line alterations with this digital comparison and verification technology
- **ACH Transaction Blocking:** This service enables you to add ACH debit and/or ACH credit block setups at the account level
- **ACH Positive Pay:** A solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account
- **Account Validation Service:** Allows you to originate payments with confidence, combatting fraudsters and reducing risk

Technology investments

Cybersecurity is increasingly becoming more complex and more dangerous. Cybercrime has shifted away from individual consumers to enterprise opportunities, consequently creating a rising threat to corporations. Serving our clients and keeping their information safe is a key priority.

While explicit research and development costs are not disclosed, J.P. Morgan's technology investment, which includes technology, communication and equipment costs, is more than **\$15 billion**. We believe that helping our clients protect themselves from cybersecurity threats is good business sense. As such, we offer resources such as webinars and magazines to help keep clients informed of trends and provide information on strategies that may help you protect your information and assets.

Liquidity

In today's current rate environment, the City could benefit from using our Hybrid demand deposit account (Hybrid DDA) for excess cash balances. With this solution, you earn interest on excess funds without having to manage alternative investments and enjoy a simplified account structure with minimal maintenance required.

- **Full liquidity:** DDA balances receiving earnings credit are fully liquid, with no restrictions on withdrawals
- **Operating efficiency:** Earnings credit is automatically applied to help offer simplicity and ease
- **Optimize operating value:** Earnings credits can reduce overall cash outlays for operating expenses, helping to optimize operating value

Conclusion

Choosing a bank for the future is a critical decision that can impact the City for years to come. Expect nothing less than proactive thought leadership, personal customer service and innovative technology to further drive automation. We have the experience, the solutions and the people to effectively support your goals. We want and value your business and are honored to serve you.

Thank you for your consideration.

3. Principal Officers, Statement of Staff Experience and Bank Background

This section should include the full name and principal address of the financial institution. Indicate whether the institution operates independently as a bank or as a holding company affiliate and provide the distance of your nearest bank branch to Joliet's City Hall. Include the state in which the Bank is incorporated to operate and the date of incorporation. This section should include the range of corporate services performed by the offices(s) and the Bank's background in providing these services to public entities. The City requests that proposing banks provide the names of a designated account executive and an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, provide a listing of the entire proposed staff team which would service the contract, including name, title, and length of service with the bank/vendor. Additional qualifications and experience on similar accounts may be included.

Corporate overview

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

- Paymentech, LLC, is our payment and merchant services subsidiary.
- Our principal nonbank subsidiary is J.P. Morgan Securities LLC (J.P. Morgan Securities), a United States (U.S.) broker-dealer.
- The firm's principal operating subsidiary outside the U.S. is J.P. Morgan Securities PLC, a United Kingdom (U.K.)-based subsidiary of J.P. Morgan—wholly owned by JPMorganChase.
- JPMorganChase is a leading global financial services firm with assets of more than \$4.6 trillion.
- A component of the Dow Jones industrial average, JPMorganChase has its corporate headquarters in New York.

WE'RE STRONG IN NUMBERS

JPMorganChase has a global reach

We have 141 locations across the U.S. and 34 major international cities. Commercial Banking provides comprehensive financial solutions, including:

- Lending
- Treasury services
- Investment banking
- Asset management

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

Addresses

- **Corporate Address:** JPMorgan Chase & Co., 270 Park Avenue, New York, New York 10017
- **Bank Address:** JPMorgan Chase Bank, N.A., 1111 Polaris Parkway, Columbus, Ohio 43240

Please refer to Attachment 1 for the Certificate of Corporate Existence and Fiduciary Powers.

As of September 30, 2025, JPMorgan Chase has:

- Headcount of 315,433 employees worldwide
- Market capitalization of \$859 billion.
- Deposits of \$2.6 trillion.
- Loans of \$1.4 trillion.
- Total stockholder equity of \$360 billion.
- Tier 1 and total risk-based capital ratios 15.8% and 17.7%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

History of our firm

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

Highlights of our history

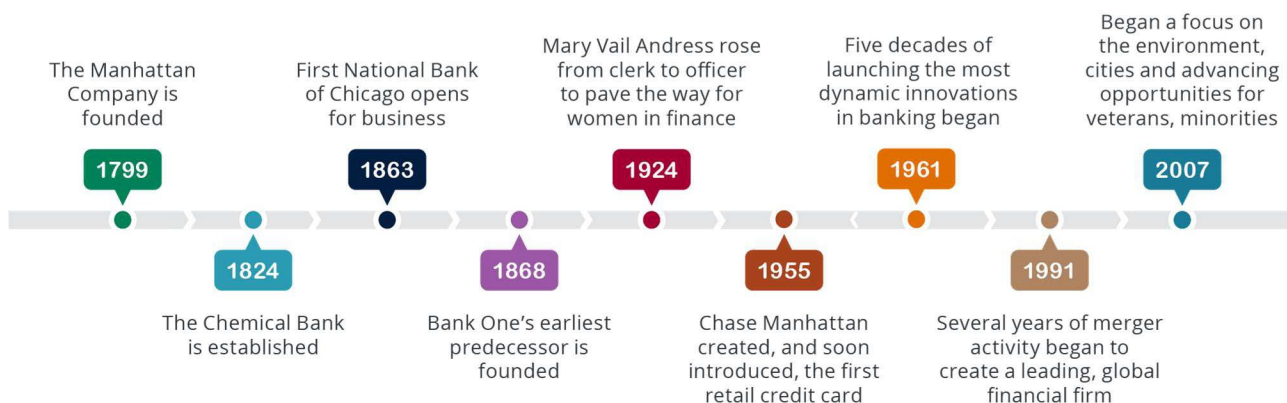


Figure 1

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

Primary location

You have an experienced and reliable government relationship team located in Chicago, Illinois. The team will be responsible for responding to your inquiries and requests for services, while attending to daily activities regarding your financial matters and accounts. This team is made up of professionals that provide answers by taking time to understand your business, listening carefully and proactively providing ideas.

Branch

For your convenience, the Joliet Scott branch is located at 120 N Scott St, Joliet, IL 60432 less than .28 miles from the City's location.

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

Public sector experience

Within Commercial Banking's Treasury Services business, the public sector is a key industry segment in which J.P. Morgan continues to invest and enjoy ongoing growth. Our Government Specialized Industry segment provides financial solutions such as tax processing and general banking services to more than 2,100 clients at the state and local government levels.

Part of our commitment to you is having the appropriate individuals assigned to your relationship team and providing outstanding client service. We recognize the importance of providing premier client service and we are dedicated to delivering a quality of service that not only meet your expectations, but also exceeds industry standards. We take a consultative team approach to building relationships with our clients. We assign a skilled relationship team, which is made up of professionals with a variety of expertise, providing individual answers by taking the time to understand your business, listening carefully and proactively providing targeted ideas to energize your business.

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

Relationship Manager

Maleek Thomas serves as the lead relationship contact at J.P. Morgan. Maleek is responsible for the City's banking arrangements at J.P. Morgan and the effectiveness of our team in handling your banking services. He is a highly experienced client strategist and client advocate. Your relationship manager maintains responsibility for the overall relationship. Maleek is authorized to negotiate contract terms and render binding decisions.

Maleek Thomas



Role	Relationship Manager
Address	10 S Dearborn St, Floor 47 Chicago, IL 60603-2300
Phone	(312) 732-5333
Email	maleek.thomas@jpmorgan.com

Responsibilities

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

He will:

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

Biography

Maleek Thomas splits his time between Banking and Treasury to help the team develop and execute solutions that meet clients' short and long-term goals. Maleek has been with J.P. Morgan for two years and brings a diverse skillset to this position. Maleek previously worked as a Global Finance & Business Management Analyst for two years, where he split his time between the CB Treasury Balance Sheet Management team and the CCBSI Energy team.

Maleek holds his BA in Finance from Eastern Michigan University.

Treasury Management Officer

Leading the treasury services team, Treasury Management Officer Tameka Kirkman consult with the City on an ongoing basis to maintain efficient treasury management arrangements specifically tailored to meet the City's needs, communicate best practices, new solutions and enhancements to products and services.

Tameka Kirkman



Role	Treasury Management Officer
Address	10 S. Dearborn St., Fl 47 Chicago, IL 60603-2300
Phone	(312) 732-1282
Email	tameka.l.kirkman@jpmorgan.com

Responsibilities

Tameka will assist the City in resolving efficiency challenges by providing information and offering ideas from J.P. Morgan's Treasury Services team.

She will:

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

Biography

Tameka Kirkman has been with JPMorgan Chase Bank for seven years. Prior to joining Commercial Bank, she worked in our Private Bank group as a Client Onboarding Manager.

Tameka's prior direct client experience provides her with the necessary skillset to accurately pinpoint issues our clients may face and effectively troubleshoot timely. Her transparency and willingness to look over alternative solutions shows her dedication to servicing the needs of our clients at the highest levels.

Tameka received her bachelor's in business administration from Southern Illinois University in Carbondale and an MBA and Master's in Accounting and Financial Management from DeVry University.

Sales Associate

The sales associate is responsible for supporting the treasury management officer.

Charlie Crist



Role	Treasury Services Sales Associate
Address	10 S Dearborn St, Floor 47 Chicago, IL 60603-2300
Phone	(312) 336-2260
Email	charlie.crist@jpmchase.com

Responsibilities

Charlie will work with Tameka Kirkman, your treasury management officer, to identify and understand the City's cash management objectives and formulate recommendations and solutions.

He will:

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

Biography

Charlie Crist joined J.P. Morgan in March 2025 through the Military Pathways Program. He retired from the United States Army in 2022 after 24 years of distinguished service, including 14 years in Special Operations and the U.S. Intelligence Community, where he contributed to national-level strategy and human intelligence initiatives. Following his military career, Charlie served as Director of Operations at an international risk management firm.

Charlie holds a Bachelor of Science degree from Purdue University and is currently pursuing his MBA at Northwestern University's Kellogg School of Management.

Client Success Officer

Your day-to-day banking service needs are handled by your designated Client Success Officer. Jamie Peterson serves as the single point of contact for all the City's account arrangements, and completes routine and specialized handling requirements.

Jamie Petersen



Role	Client Success Officer
Address	4201 Congress St, Floor 02 Charlotte, NC 28209-4617
Phone	(213) 553-7423
Email	jamie.petersen@jpmorgan.com

Responsibilities

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

For day-to-day matters, she will:

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

Jamie works with a team of client service associates who will provide consistent, reliable and timely service support. As your Client Success Officer, Jamie is dedicated to providing exceptional service, proactive support, and strategic guidance. Her goal is to deliver a seamless experience, anticipate your needs, and help you achieve your financial objectives. Jamie looks forward to building a lasting partnership and supporting your continued success.

Biography

Jamie Petersen is a dedicated, results-driven professional with over 17 years of industry experience. She began her career in retail banking, where she developed a deep understanding of client needs and the importance of building lasting relationships. Her proactive approach and strong problem-solving skills have consistently enabled her to exceed client expectations.

Jamie spent nine years at First Republic Bank, partnering with business clients to deliver tailored treasury solutions and providing comprehensive support for their cash management needs.

Since joining JPMorgan in 2023, Jamie has delivered outstanding service to Commercial Real Estate clients, consistently identifying opportunities to enhance efficiency and optimize banking processes.

Jamie holds a Bachelor's degree from Buffalo State College.

Implementation Onboarding Specialist

The implementation onboarding specialist is responsible for managing for the City's implementation process from start to finish.

Jimmi Mattingly-Propes



Role	Implementation Onboarding Specialist
Address	8181 Communications Pkwy Plano, TX 75024
Phone	(214) 965-3073
Email	jimmi.mattingly-propes@jpmorgan.com

Responsibilities

Jimmi will be responsible for the City's Treasury product and services onboarding.

She will:

- Implement products and services to meet your objectives
- Manage the installation of comprehensive and complex cash management solutions
- Provide the City with onboarding support and serve as the point of contact for questions and issues
- Coordinate service delivery to occur within specified timeframes so that your onboarding is a positive experience

Biography

Jimmi Mattingly-Propes brings over 17 years of banking experience with JPMorganChase. She joined the Cash Management Onboarding team as an Implementations Specialist in 2016, where she was responsible for the onboarding of Treasury products and services for Business Banking clients. In 2018, Jimmi transitioned to the Commercial Bank's Fast Implementation Team, serving as an Associate Onboarding Specialist for the Southwest Region. She currently holds the position of Vice President on the Government Team.

Throughout her tenure at JPMorganChase, Jimmi has held various roles in Branch Operations, Sales and Customer Service. She consistently goes above and beyond to make sure all stakeholders are engaged and service requirements are prioritized to exceed client expectations. Her client satisfaction survey responses consistently receive highly favorable ratings.

Greg Powell



Role	Senior Commercial Card Relationship Manager
Address	Work at Home Maryland
Phone	(410) 721-7426
Email	gregory.j.powell@jpmchase.com

Responsibilities

Greg will work in collaboration with the City to optimize your commercial card services and programs by evaluating your overall performance and providing strategic recommendations and resources.

He will:

- Train staff on new technology and products
- Organize and facilitate user group meetings
- Provide information from industry benchmark studies
- Assist in the development of custom communications
- Advise the City about additional solutions to benefit your operations
- Meet regularly to review program success and growth

Biography

Greg Powell has been with J.P. Morgan since 2004. For the 10 years prior to joining the firm, he worked for The George Washington University in Washington, D.C. Greg held positions in accounts payable and student accounts, and for the final seven years, he was employed as the purchasing card program manager. Greg's seven years of experience in dealing with purchasing card programs will benefit the City.

As a commercial card relationship manager, Greg will oversee the relationship between the City and J.P. Morgan. His focus is on assisting clients with program design and growth strategies, contract and rebate discussions, program enhancements, and overall satisfaction.

Greg holds a bachelor's degree from the University of South Florida.

Additionally, identify key measures of the bank's financial strength. Provide ratings for Bank Financial Strength, Bank Deposits, and Issuer Rating. The Bank shall submit a copy of its audited financial statements and FDIC Call Reports for the past two years, as required by Illinois State Statute (30 ILCS 235/6) for any bank that will receive public funds.

JPMorgan Chase & Co. is a leading global financial services firm with assets of \$4.6 trillion and operations worldwide. The firm is a leader in investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing and asset management. We serve millions of customers in the United States and many of the world's most prominent corporate, institutional and government clients under its J.P. Morgan and Chase brands.

JPMorgan Chase & Co. presents a rock-solid foundation with, as of September 30, 2025:

- Market capitalization of \$859 billion.
- Deposits of \$2.6 trillion.
- Loans of \$1.4 trillion.
- Total stockholder equity of \$360 billion.
- Tier 1 and total risk-based capital ratios 15.8% and 17.7%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

For your convenience, we make our annual report and audited financial statements available through our website: <https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm>

JPMorganChase is a well-capitalized institution with a rock-solid foundation. Both the firm and the bank are routinely rated by industry experts Moody's, Standard & Poor's and Fitch. Ratings are shown as of October 14, 2025.

JPMorgan Chase & Co. credit ratings – as of October 14, 2025

	Moody's	Standard & Poor's	Fitch
Outlook	Positive	Stable	Stable
Long-term issuer rating	A1	A	AA-
Short-term issuer rating	P-1	A-1	F1+
Senior Unsecured	A1	A	AA-
Subordinated debt	A3	A-	A
Junior Subordinated	Baa1	BBB	BBB+
Trust Preferred	Baa1	BBB	BBB+
Preferred stock	Baa2	BBB	BBB+

JPMorgan Chase Bank, N.A. credit ratings – as of October 14, 2025

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

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

Call report

The call report for the most recent quarter for JPMorgan Chase Bank, N.A. can be found and downloaded at the following site: <https://cdr.ffiec.gov/public/ManageFacsimiles.aspx>

At this site, follow the instructions below:

- In the Report field, select Call Report. The Report Date will default to a Single Date of the most current quarter end.
 - If the most recent report is not available yet, in the Report Date drop-down list select Date Range and select a date range that includes a prior quarter end to present.
- In the Unique Identifier drop-down menu, select FDIC Certificate Number. Then enter 628 in the corresponding text box.
- Click Generate.

You may need to allow a pop-up. Once you allow the pop-up, the report will open in a new window.

You may now save or print. You do not need to download any versions shown at the top of the new window.

4. Proposed Scope of Services

Clearly and succinctly describe the scope of services to be provided. Address each of the items in Section II. In addition, please explicitly address the questions indicated below.

a. Term of Agreement

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for a five-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.

We are proud to say that the City is an existing JPMorgan Commercial Card client. In August 2023, the City implemented a One Card program as a participant within our strategic Tarrant County Consortium contract. The County agreement was competitively bid and is made up of more than forty participants nationwide.

We propose that the City continue forward under the terms of this existing agreement.

b. Collateralization of Account Balances

1. In accordance with requirements of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), will your bank enter into a collateral agreement supporting the “dedicated method” of securing deposits that:

a. is in writing

b. is executed at the same time the collateral is pledged

c. is approved by the bank’s board of directors and/or loan committee

The J.P. Morgan Board of Directors has passed a resolution which delegates authority from the Board to certain personnel to, among other things, enter into agreements with governmental entities to serve as a depository and to pledge collateral to secure that entities’ public funds deposits. This resolution can be delivered upon request.

d. is or becomes an official record of your bank ~~continuously~~ daily from the date of its execution

e. pledges Treasury securities whose market value is equal to at least 110% of the City’s total deposits less the ~~\$250,000 FDIC insurance~~ maximum deposit insurance amount provided by the Federal Deposit

Insurance Corporation (FDIC) as described in applicable law. (The Bank will apply the maximum deposit insurance amount provided by FDIC as described in applicable law 12 CFR section 330.15.)

f. allows changes made in securities only with approval of the City of Joliet.

Please refer to Attachment 2 for our National Collateral Management Group information.

2. Provide a copy of the collateral agreement.

Please refer to Attachment 4 for a sample collateral agreement.

3. Provide a copy of the collateral release authorization.

The release of any securities pledged as collateral in the clients' FRB collateral account requires written authorization and verbal confirmation based upon the current FRB standards. NCMG will submit collateral release letter(s) to the client authorized individual(s) for authorization of any collateral reductions.

c. Account Structure

1. What are your cutoffs for payroll, direct deposits, ACHs, wires, and, if possible, alternatives to standard timelines, as well as the associated costs? What are your daily limits on each?

ACH cutoff time

Cutoff times for ACH initiation and additional details are provided below.

Initiation method	Next-day ACH	Same-day ACH
Direct Send transmission ^{1,2}	10:00 p.m. ET (prefund) and 10:00 p.m. ET	2:15 p.m. ET (prefund) and 3:15 p.m. ET
ACH payments via J.P. Morgan Access ¹	10:00 p.m. ET (prefund) and 10:00 p.m. ET	2:00 p.m. ET (prefund) and 3:00 p.m. ET
File Transmission Payments ¹	9:30 p.m. ET (prefund) and 11:15 p.m. ET	1:30 p.m. ET (prefund) and 2:30 p.m. ET
API (ACH Non-IAT)	9:10 p.m. ET (prefund) and 10:55 p.m. ET	1:10 p.m. ET (prefund) and 2:10 p.m. ET

1. ACH PPDs must be received two business days in advance.

2. If later deadlines are required, this should be discussed with your relationship team.

Wire cutoff time

Payment/receipt processing operates from 8:00 p.m. CT each Sunday through 6:00 p.m. CT each Friday, excluding U.S. Federal holidays. We provide our clients with generous cutoff times to enable same-day execution of their payment instructions by actively participating in the extended CHIPS and Fedwire operating hours.

USD clearing opens on Saturdays at 9:00 p.m. CT for Monday value date processing of book transfers initiated through the weekend and Monday, if also a holiday. Clients will have the ability to process their U.S. dollar book transfer straight through payments during these additional hours; however, repaired payments are delayed until the normal operating hours of the FED and CHIPS.

Timeframes are outlined below (all times are CT). Please note, payments requiring repair have a cutoff time 30 minutes prior to the times stated below. Payment instructions received after these cutoff times are completed on a reasonable-effort basis.

The cutoff times for wire transfers originated via the internet and File Transmission Payments are as follows:

- **Fedwire:** 5:15 p.m.
- **Book transfer/internal:** 6:15 p.m.
- **Drawdown (via Fedwire):** 4:30 p.m.
- **International (USD via CHIPS):** 4:30 p.m.

Daily limits

The daily limit details are outlined below:

Wires

There's no maximum dollar amount that can be transferred in any 24-hour period as long as the funds to cover the transfer are available. Establish your own daily maximum dollar limit for wires initiated via J.P Morgan Access for control and fraud-reduction purposes.

ACH

ACH service is subject to, and contingent upon, credit approval according to our current credit policies for credit and debit applications. We can discuss this with you during the implementation process to determine what dollar values to expect.

Same-day ACH entries apply to credit and debit transactions up to \$1,000,000 as of March 2022.

2. Describe your overdraft protection program as it would relate to the City, as well as what constitutes a daylight and overnight overdraft situation.

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

J.P. Morgan charges for the use of end of day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs. Overdraft fees can be offset by an earnings credit allowance and may be assessed on a per occurrence basis.

The formula for EOD Negative Collected Balance Fee is as follows:

Negative Collected Balance Fee Calculation

$$\frac{(\text{Negative Collected Balance} \times \text{OD Rate} \times \text{Number of Days Overdrawn})}{360 \text{ days}}$$

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

3. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule?

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

Deposit cutoff times

Check-only deposits

Remote deposits	Remote Deposit Capture: 9:00 p.m. CT, with same-day ledger and availability based on account schedule.

(1) We regularly review vault activity as a business practice, which may result in openings, closings and changes to cutoff times.

(2) Coin deposits greater than \$10.00 may be credited to your account on a delayed basis.

Please refer to Attachment 5 for availability schedules.

4. Can the bank provide a later deadline for large checks? Please explain.

The bank cannot provide a later deadline specifically for large checks. J.P. Morgan does offer extended deadlines for our remote capture solution up to 10:00 p.m. CT. Lockbox is prioritized on a First In First Out basis, because we process on an item level, high dollar items are not held up by other checks.

5. **Will checks drawn on the bank (locally or statewide) receive same day collected status? If not, please explain.**

Availability for on-us items and on-us controlled disbursement items vary by availability schedule. For specific details, please reference the availability schedule(s) in Attachment 5.

6. **How will the bank provide notification of incoming wire transfers and ACH transactions? Please indicate the normal time lapse between receipt and notification.**

J.P. Morgan Access has a Completed Payment notification for all types of incoming and outgoing payments. This optional alert notifies users when a payment has completed processing by the bank.

Completed Payment notifications allow you to benefit from the following:

- Provides you with an **alerting** mechanism to monitor your inflows and outflows
- Delivers **crucial info** (amount, value date, ultimate beneficiary, payment reference number)
- J.P. Morgan Access users can add non-Access user to **receive notifications** via email
- Notifications are delivered near **real-time** in J.P. Morgan Access and/or via email

Notifications are client managed and can be configured in seconds:

- Can be setup for credits, debits or both
- User defines desired amount range and account(s)
- Allows clients to specify which payment method(s) will trigger the alert, including:
 - U.S. domestic
 - Account transfers and book transfers
 - U.S. ACH and J.P. Morgan Real-Time Payments
 - Check transactions
- Users can setup 25 users to receive email alert notifications; personal email addresses are not allowed

Notification setup

The screenshot shows a mobile application interface for setting up a 'Completed Payment'. At the top, there is a back arrow and the title 'Completed Payment'. Below this, the form is organized into several sections: 'Payment Type' with checkboxes for 'Credit' and 'Debit'; 'Payment Method' with a right-pointing chevron; 'From Amount' and 'To Amount' as text input fields; 'Select Accounts' with a right-pointing chevron; 'Description' as a text input field; 'Recurrence' with 'Off' and 'Unlimited' toggle buttons; 'Mark as important' with 'Yes' and 'No' toggle buttons; and 'Channels' with checkboxes for 'Desktop / Web' and 'Email', both of which are checked.

Figure 2

7. Will all incoming wire transfers and ACH transactions received be posted and available the day received? If not, indicate circumstances.

The City receives same-day funds availability for incoming wires and ACH transactions. The cutoff time for each transaction is detailed below.

Check-only deposits	
Electronic deposits	
Wire transfers	Wire transfers are credited and available in near real time throughout the day. The cutoff time for incoming credits is the close of Fedwire, which is 5:45 p.m. CT.

ACH

For ACH credits, you receive availability (memo post) for ACH collection on opening of the business day on the settlement date. A hard post of the funds happens at the end of the business day.

For ACH debits, any same-day originations are settled at the end of the business day.

8. If there is a discrepancy between our deposit ticket and the amount our deposit included, (a) how will you communicate the difference to us and (b) how quickly?

We process all adjustments regardless of dollar amount. We internally manage adjustments below a predetermined sundry amount without posting the corrected entries and related fees to your account.

Both vault and branch transactions are subject to the \$2.00 sundry amount.

Our standard practice is to credit you for the dollar amount reflected on the deposit ticket or in the electronic file. If an adjustment is needed once the deposit is verified, the adjustment amount is then posted to your account.

The chart below outlines standard procedures for reporting deposit adjustments and options available to you.

Standard and options for reporting deposit adjustments

Branch

The standard delivery method for adjustment advices is the **U.S. Postal Service**. We mail adjustment advices within one business day of verification to the address listed on the deposit account. The/location number can be included on the adjustment advice.

For paper check deposit, we can mail a second copy of the adjustment advice to an alternate address. However, for cash deposit adjustments, we're not able to mail an adjustment advice to an alternate address, nor can we send copies to multiple addresses.

The credit or debit deposit adjustment can also be **viewed online** and on your bank statement with the dollar amount and location number, depending on whether the deposit is delivered to a vault or branch.

Vault

In addition to online viewing, we also offer the following notification options to supplement the paper advice:

- **Email:** Next-day notification for all deposits and adjustments processed during the prior processing day
- **Receipt mailer:** Mailed next day for all deposits, adjustments and change orders processed during the prior processing day
- **Web:** Adjustment reports are available online through Web Currency Services

Vault deposit adjustment advices also include the original deposit amount, original deposit date, processing vault ID and adjustment reason.

Electronic deposit using Remote Deposit Capture

For images that can't be forwarded for collection because they don't meet Check 21 requirements, notification will be delivered through the channel that processed the initial deposit or from Adjustments Operations.

9. **What is the minimum dollar amount difference between the deposit slip and the deposit total for the bank to research items?**

We process all adjustments regardless of dollar amount. We internally manage adjustments below a predetermined sundry amount without posting the corrected entries and related fees to your account.

Both vault and branch transactions are subject to the \$2.00 sundry amount.

10. **Do you offer armored car courier service to pick up our deposits or negotiate and contract directly with armored car courier services on our behalf?**

J.P. Morgan doesn't provide ground-based courier services for the pick up and delivery of domestic paper check or cash deposits.

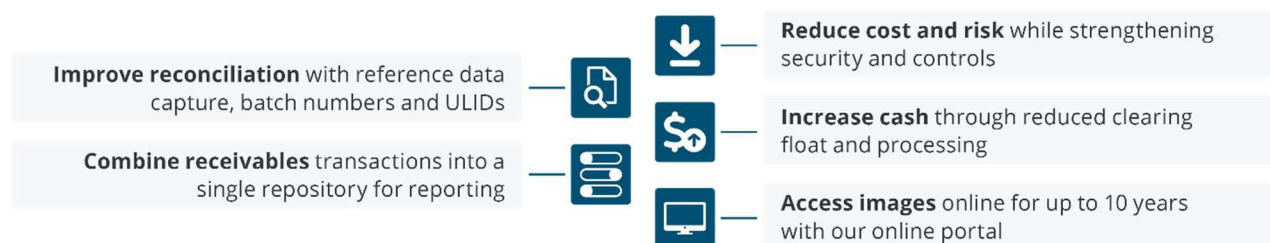
We don't endorse any specific third-party couriers. However, based upon the processing site, we provide details of the existing couriers in those markets. This information is available prior to implementation of deposit activity.

11. **Provide information on remote deposit services offered, if applicable.**

Remote Deposit Capture, a check deposit solution powered by Receivables Online via J.P. Morgan Access, allows clients to scan checks and full-page documents from their desktop or mobile device and electronically send the images to the bank for deposit.

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

Benefits of our approach to Remote Deposit Capture



Remote Deposit Capture can help you move from paper-intense operations toward electronic solutions.

The solution allows the City to deposit business, government and consumer checks, Postal Money Orders, Western Union Money Orders, demand drafts and government warrants.

To use our remote capture services in the U.S., checks must be:

- Scanned from a U.S. location

- Drawn on a U.S. financial institution and in U.S. dollars
- Deposited into a J.P. Morgan U.S.-domiciled DDA

You need only a high-speed internet connection, a desktop check scanner and a Windows-based PC.

Remote Deposit Capture workflow

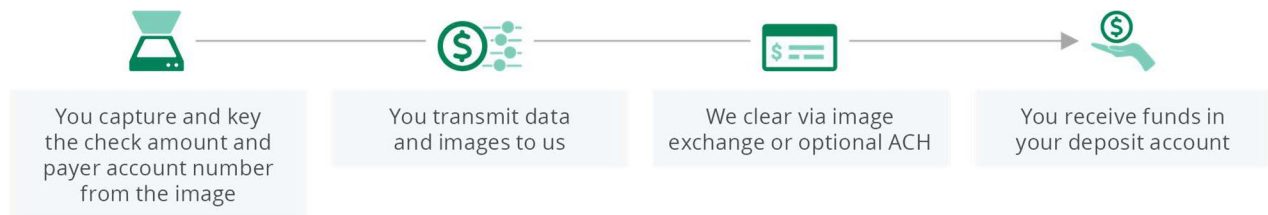


Figure 3

12. What are the bank's policies and procedures for processing returned items?

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

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

13. Can all items returned for insufficient funds be automatically processed a second time?

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

Automatic redeposit and options

Redeposit posting and notification

	We provide three options for redeposit posting and notification:
	• Option 1: The redeposit does not appear on either advice or post to the account • Option 2: The redeposit appears on advice and posts as debit and credit to the account • Option 3: The redeposit appears on return item advice but does not post to the account

Automatic redeposit and options

Additional information

- Multicurrency deposited items are not eligible for redeposit
- Returned foreign currency checks are converted to U.S. dollars on the date the bank receives notice of return

Re-presented Check Entry (RCK) redeposits

Re-presented Check Entry (RCK) is a special redeposit process that converts eligible paper check returns into an ACH-formatted debit record to be re-presented via ACH. Compared with paper redeposit, RCK rules **allow an extra presentment** when the City chooses one paper redeposit followed by a final ACH presentment or two ACH presentments.

RCK accelerates the process of returned check collection, and may reduce its costs. Only checks that meet the following criteria are eligible for RCK:

- Returned for NSF or uncollected funds
- Written for an amount less than \$2,500
- Drawn on a consumer bank account
- Not drawn on a Federal Reserve Bank or Federal Home Bank
- Contain a preprinted serial number
- Dated fewer than 180 days prior to ACH debit transaction

14. How and when will the City be notified of the amount of returned items and when will these items be debited against the City's account? When will the original item be returned to the City? How will it be sent?

The City receives **email notification** as text-only or as text with image delivered via encrypted secure email. The email message contains the return item detail, and a separate attachment contains the returns images (front and back).

We offer flexibility:

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

Information reporting

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

Current day

Throughout the day, your available balances are reduced to account for the end-of-day posting of returned items and for redeposit float

Each item is a reportable transaction and contains summary information: transaction type, check number and dollar amount. We process all returned items received during the day, which may be after the end of your business day.

Prior day

Prior-day reports are typically available by 7:00 a.m. CT. Single-item posting data includes dollar amount, return reason and, if enabled, location number and maker name.

We include the following data if available: check number, original deposit amount and original deposit date. Lump-sum posting data includes dollar amount, location number (if enabled), advice number and number of items included in the debit.

Prior-day returns data is also available via BAI2 transmission, which includes the same data as described above.

Below are illustrative examples of how each type appears in prior-day information reporting, on the bank statement and in the BAI2 file. Actual data reported and record layouts vary depending on the return service options you select.

Posting examples	Prior-day reporting, bank statement and BAI2 layout	Comments
Single item posting with some optional fields	DEP ITEM RETURN DEPOSITED ITEM RETURNED NSF 2 nd 00289 MR MAKER #OFITEMS00001CK#00000131 DEP AMT000000024325960DEP DATE020110 CK AMT0000058549 16,555,58549,,000000000000,/ 88,DEPOSITED ITEM RETURNED NSF 2 nd 00289 88, MR MAKER # OF ITEMS00001CK#00000131DEP AMT 88, 0000024325960DEP DATE020110CK AMT0000058549	• Return Reason = NSF 2nd • Store/Location Number = 00289 (if enabled) • Maker name = MR MAKER (if keyed) • Check Number = 131 (if available) • Deposit Amount = \$243,259.60 (if available) • Original Deposit date = 020110 (if available)

Posting examples	Prior-day reporting, bank statement and BAI2 layout	Comments
Lump-sum posting with location number	DEP ITEM RETURN DEPOSITED ITEM RETURNED 258574 SUB289 # OF ITEMS00003 16,555,2210551,,000000000000,/ 88,DEPOSITED ITEM RETURNED 258574 88,SUB289 # OF ITEMS00003	• Advice # = 258574 • Lump sum posting will still be at the store/location level = 0000000289 • # of items = 3 (total number of items on advice)

The Returns and Exceptions Report is available through our online banking platform. This functionality lets the City choose between a preformatted report and a data file.

The following information is available for prior-day returns: depository account number (or alternate account number), processing date, original deposit date, check amount, MICR line information of the item (RT number, account number and check number), return reason code, disposition code (return, redeposit or RCK conversion), location number (if used) and maker name (if used).

Returns and Exceptions Report

Cash Reporting - Returns and Exceptions Report

J.P.Morgan

Company Name: UATWAMU

As of: 10/20/2009

Date Type: Post Date

Report Filters

Beneficiary Name: n/a

Viewing Option(s): n/a

Amount Range: n/a

Your Ref: n/a

Status: All Statuses

For Informational Purposes Only

Bank: JPMORGAN CHASE BANK, N.A.

Account Number: 12345678900

Currency: USD

Account Name: Your Account Name

References	Company/Location ID	Amount	Post/Orig.	Status	Return/Reject Reason
Ref/Check #: 000000000001156	1598023083	238.79	10/20/2009	RETURN	R01 INSUFFICIENT FUNDS
Name: T JONES			10/17/2009		CHECKING
Bank: 322271627					
Account: 2222222222					
Cust. Trace: 082845402001610					
Bank Trace: 021000026896554					
Batch Desc: PAYMENT					
Orig. Name: FINE COMPANY					
Ref/Check #: 00000000000118	1598023083	80.20	10/20/2009	RETURN	R01 INSUFFICIENT FUNDS
Name: W SMITH			10/18/2009		CHECKING
Bank: 111906271					
Account: 3333333333					
Cust. Trace: 082841902009349					
Bank Trace: 021000026896553					
Batch Desc: PAYMENT					
Orig. Name: SOME COMPANY					
ID Sub Total:		298.99	Items:2		
ACH Return		298.99	Items:2		
Ref/Check #: 304	1460	45.00	10/20/2009	RCK	01 NSF 1ST PRESENTMENT
Name: E CLARK					
Bank: 11100002					
Account: 6666666666					
ID Sub Total:		45.00	Items:1		
RCK		45.00	Items:1		
Account Total:		343.99	Items:3		
Grand Total:		343.99	Items:3		

End of Report

Figure 4

15. How long does your bank store canceled checks before disposing of them?

We retain physical checks for 30 to 45 days before destroying them. Items are stored in-house for three to five days, depending on the site, and then sent off site.

With the growth of image replacement documents and image exchange, the payer bank does not always receive the original check back. We receive over 99.99% of our inclearings as electronic files, so few original checks or image replacement documents are available for us to store. We retain electronic copies of paid items for 7 years.

16. How long are check images available online?

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

d. General Bank Information/Commercial Banking Contact

1. Provide a brief historical summary of the bank for the past 5 or 7 years. Include acquisitions and mergers (including pending mergers), relationships with subsidiaries/parent companies, expansion into new areas of business, and geographical area served.

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

- Paymentech, LLC, is our payment and merchant services subsidiary.
- Our principal nonbank subsidiary is J.P. Morgan Securities LLC, a United States (U.S.) broker-dealer.
- The firm's principal operating subsidiary outside the U.S. is J.P. Morgan Securities PLC, a United Kingdom (U.K.)-based subsidiary of J.P. Morgan—wholly owned by JPMorganChase.
- JPMorganChase is a leading global financial services firm with assets of more than \$4.6 trillion.
- A component of the Dow Jones industrial average, JPMorganChase has its corporate headquarters in New York.

WE'RE STRONG IN NUMBERS

JPMorganChase has a global reach

We have 141 locations across the U.S. and 34 major international cities. Commercial Banking provides comprehensive financial solutions, including:

- Lending
- Treasury services
- Investment banking
- Asset management

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

As of September 30, 2025, JPMorganChase has:

- Headcount of 315,433 employees worldwide.
- Market capitalization of \$859 billion.
- Deposits of \$2.6 trillion.
- Loans of \$1.4 trillion.
- Total stockholder equity of \$360 billion.

As of September 30, 2025, JPMorganChase has:

- Tier 1 and total risk-based capital ratios 15.8% and 17.7%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

Lines of business

Both JPMorganChase and J.P. Morgan are managed on a line-of-business basis. The business segments are based on the products and services provided or the type of client served. The services required to meet your requirements will be provided through our Commercial Banking sub-line of business.

JPMorgan Chase & Co. current organization by lines of business



Figure 5

History of our firm

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

Highlights of our history

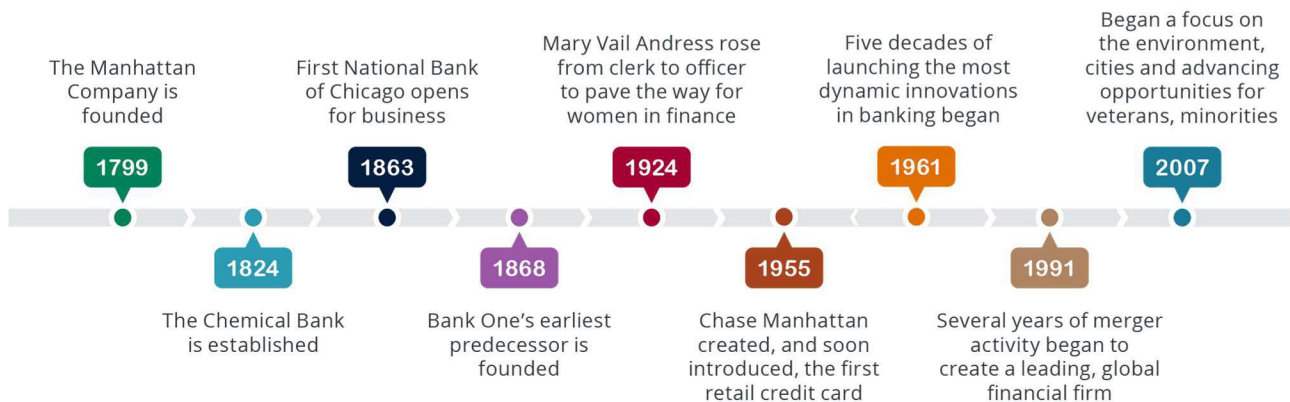


Figure 6

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

Over the years, we believe in high growth and globalization of the world economy

1990s – 2020s begins several years of merger activity to create a leading global financial firm

1998	Banc One Corporation merges with First Chicago NBD to form Bank One Corporation
2000	J.P. Morgan merges with Chase Manhattan to form JPMorgan Chase & Co.
2004	JPMorganChase merges with Bank One Corporation, retains the name JPMorgan Chase & Co.
2008	JPMorgan Chase & Co. acquires The Bear Stearns Companies Inc.
2008	JPMorgan Chase & Co. acquires Washington Mutual (WaMu)
2023	JPMorgan Chase & Co. acquires First Republic Bank

Acquisitions and mergers

J.P. Morgan makes available on its website, www.jpmorganchase.com, free of charge, annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K after it files or furnishes such material to the U.S. Securities and Exchange Commission. We note that these reports periodically include information about J.P. Morgan's private investment and merger and acquisition activity. For proprietary and confidentiality reasons, J.P. Morgan is unable to disclose, confirm or deny whether it has plans to merge, reorganize, consolidate, amalgamate, sell or close any part of its business; or engage in any consolidation, amalgamation or merger with or into another person or entity that may affect J.P. Morgan's existing structure or operations. Any plans for acquisitions, expansion or new affiliations are confidential until such time as J.P. Morgan discloses such information to the general public.

A strong history in Illinois

Our Corporate Responsibility initiatives

We help identify solutions for some of the most pressing global, economic and social challenges. We leverage our core strengths, capabilities, data and expertise to create meaningful and sustainable impact in our communities. And, within the last decade, we hired 1,100 veterans in Illinois.

Our roots run deep in Illinois

Soon after predecessor Springfield Marine & Fire Insurance Company opened for business in 1851, its most famous customer, Abraham Lincoln, opened an account. The account remained open throughout Lincoln’s life. Other key milestones are highlighted below.

- For a century, starting in the mid-1800s, First National contributed greatly to the evolution in banking in the Midwest. It became:
 - The first member of the Chicago Clearing House Association
 - The first to finance the rebuilding of the city after The Great Fire
 - One of the first banks to cater to women as clients
- During the Panic of 1893, the bank was first to help remedy the currency shortage by importing gold from its London correspondent
- The bank launched FirstCard, one of the first large bank charge card operations, becoming first bank to use IBM’s forerunner of the computer

In the achievement of “firsts,” the First Chicago Foundation was established in 1961 to focus on philanthropic giving. The firm recently committed millions to create economic opportunity by supporting small businesses and helping improve health outcomes where greatly needed in Chicago.

MAKING A DIFFERENCE IN ILLINOIS

We contributed more than \$124.2 million to these nonprofits as well as provided the following support (2019-2025):

- Career and Service Skills: \$40.6 million
- Financial Health & Wealth Creation: \$6.1 million
- Community development: \$29.3 million
- Business Growth & Entrepreneurship: \$24 million

Illinois historical overview



Figure 7

2. **Attach a summary showing the bank's organization and principal staff members who will be involved in providing services to the City. Please indicate the senior staff members who will be the City's primary contacts.**

Please refer to section 3. Principal Officers, statement of staff experience.

3. **Provide a copy of financial statements for the last three (3) years and the most recent four (4) quarterly Call Reports with the Federal Reserve.**

For the City's convenience, J.P. Morgan makes our financial statements and other publicly filed documents available through our website: <https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm>. This link provides past and current JPMorgan Chase & Co. Annual Reports, which include audited financial statements.

Call reports

The call report for the most recent quarter for JPMorgan Chase Bank, N.A. can be found and downloaded at the following site:

<https://cdr.ffiec.gov/public/ManageFacsimiles.aspx>

At this site, follow the instructions below:

- In the Report field, select Call Report. The Report Date will default to a Single Date of the most current quarter end.
 - If the most recent report is not available yet, in the Report Date drop-down list select Date Range and select a date range that includes a prior quarter end to present.
- In the Unique Identifier drop-down menu, select FDIC Certificate Number. Then enter 628 in the corresponding text box.

- Click Generate.

You may need to allow a pop-up. Once you allow the pop-up, the report will open in a new window.

You may now save or print. You do not need to download any versions shown at the top of the new window.

4. Provide internal control reports for your bank, if available.

JPMorgan Chase Bank, N.A. has engaged a public accounting firm to perform a System and Organization Controls ("SOC 1", formerly referred to as SSAE16 or SAS70) examination of certain treasury services operations and SOC 1 reports are provided in Attachment 6.

In addition, we have a letter outlining J.P. Morgan's Information Security Program and Technology Governance. Please refer to Attachment 7 for our Cybersecurity Overview client letter.

J.P. Morgan has a comprehensive internal risk framework designed to provide a sound and well-controlled operating environment. This includes a rigorous Operational Risk Management program that requires assessment and testing of operating controls, complemented by policies, procedures and metrics, as well as a comprehensive, risk-based internal audit program. For information about the firm's internal controls please refer to the JPMorgan Chase & Co. annual report for management's assessment of the effectiveness of its internal control over financial reporting and our independent auditor's opinion on the effectiveness of the firm's internal control over financial reporting. The annual report is available at:

<http://investor.shareholder.com/jpmorganchase/annual.cfm>

5. Provide a history of ratings by Moody's and/or Standard & Poor's during the last five (5) years for the bank and holding company. Include the reasons given by the rating agency for any upgrade or downgrade.

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

JPMorgan Chase & Co. credit ratings – as of October 14, 2025			
	Moody's	Standard & Poor's	Fitch
Outlook	Positive	Stable	Stable
Long-term issuer rating	A1	A	AA-
Short-term issuer rating	P-1	A-1	F1+
Senior Unsecured	A1	A	AA-
Subordinated debt	A3	A-	A
Junior Subordinated	Baa1	BBB	BBB+
Trust Preferred	Baa1	BBB	BBB+
Preferred stock	Baa2	BBB	BBB+

JPMorgan Chase Bank, N.A. credit ratings – as of October 14, 2025

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

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

6. Describe in detail the bank's ability to handle a client of this nature and experiences that support that ability. Information detailing qualifications must be provided for all key account executives designated to service this account.

Please refer to section 3. Principal Officers, statement of staff experience and background.

7. Provide a description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.

Both JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., are managed on a line of business basis. The business segments presented in the following figure reflect the current organization of the firm. There are three major business segments: Asset & Wealth Management, Commercial & Investment Bank and Consumer & Community Banking. The segments are based upon the products and services provided or the type of customer served.

JPMORGAN CHASE & CO.

Jamie Dimon, Chairman and CEO



Figure 8

The services needed to meet your requirements are provided by the Commercial Banking Treasury Services Sales team.

Commercial Banking

Commercial Banking delivers extensive industry knowledge, local expertise and dedicated service to U.S. and U.S. multinational clients. Our Commercial Banking clients have annual revenues generally ranging from \$20 million to \$2 billion. Commercial Banking also provides financing to real estate investors and owners. Working with our other businesses, Commercial Banking provides comprehensive financial solutions, including lending, treasury services, investment banking and asset management products across three primary client segments:

- Middle Market Banking covers small business and mid-sized corporations, local governments and nonprofit clients
- Corporate Client Banking covers large corporations
- Commercial Real Estate Banking covers investors, developers, and owners of multifamily, office, retail, industrial and affordable housing properties

The Commercial Banking Treasury Services Sales team delivers cash management capabilities that help clients manage payments and receipts, as well as invest and manage funds.

Commercial & Investment Bank

The Commercial & Investment Bank (CIB) offers a broad suite of products and services to a global client base of corporations, investors, financial institutions, government and municipal entities that include:

- Investment banking
- Market-making
- Prime brokerage
- Treasury and securities

Within banking, the CIB offers a full range of investment banking products and services in all major capital markets. Also included in banking is Treasury Services, which includes transaction services, comprised primarily of cash management and liquidity solutions. Markets & Investor Services is a global market maker in cash securities and derivative instruments and offers sophisticated risk mitigation solutions, prime brokerage and research. Markets & Investor Services include Securities Services, a leading global custodian, principally for asset managers, Insurance companies and public and private investment funds.

A leader in Treasury Services

Our Treasury Services business is one of the world's largest providers of cash management, trade, liquidity and escrow services. We help resolve the efficiency challenges facing treasury professionals.

8. Describe how the bank measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the bank intends to provide a consistently high quality of service to the City and what measures will be taken if the level of service falls below the most recent evaluations.

J.P. Morgan has established industry-based benchmarks and standards for our treasury services. These service level commitments are primarily used to verify that performance results are in line with service standards and meet our clients' business requirements and expectations. Through our standard reporting, client level report cards and service plans, we work with clients to establish performance standards that are tailored to their needs and expectations. Some of our client level reports can be available monthly, while others, such as service plans, are recommended annually. These reports and service plans highlight our performance against service standards.

Please refer to our sample account and service agreements in the following question for further information.

9. Provide a copy of all agreements needed by the bank in order to provide the requested services.

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



Scan for sample account terms and service agreements.

Refer to Attachment 8 for the existing Tarrant County Consortium agreement for Commercial Card.

Know your customer (KYC)

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

10. Provide a comprehensive sample account analysis statement for commercial banking, and each additional service area included in the proposal, including a definition of each line item.

Please refer to <https://www.jpmorgan.com/payments/client-resource-center/statements> for sample account analysis statements and reference tables that provide all bank service codes and descriptions.

11. Describe the bank's disaster recovery plan and how customers' records will be protected/recovered.

The Firm has a dedicated Technology Resiliency Program that establishes critical services, capabilities, controls, and procedures designed to promote continuity and recovery of operations in case of a disruption. The program focuses on rigorous recovery scenarios and testing based on criticality and takes an "all hazards" approach to resiliency to include events that have a cyber nature.

For additional information please refer to Attachment 9 for the 2025 Resiliency Client letter.

12. Provide details on implementation experience, highlighting experience with similarly sized clients. Include information on implementation failures and how the bank handled those challenges. Include information on the implementation team, the process used, and a detailed implementation schedule including names and titles of parties responsible for each task, assuming a January 1, 2026 start date. Include any services that require testing.

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

Benefits of our approach to implementation using our one-touch model



Our approach to provide smooth onboarding of new services

Your dedicated onboarding specialist, Jimmi Mattingly-Propes, remains your **single point of contact** throughout implementation:

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

Our survey tells us

- Nearly 90% of our Commercial Banking clients surveyed rated their overall experience post implementation as very good to exceptional*
- We strive to improve your implementation experience by obtaining and addressing your feedback

* 2023 post-implementation survey

Proven project management approach to deliver for your business

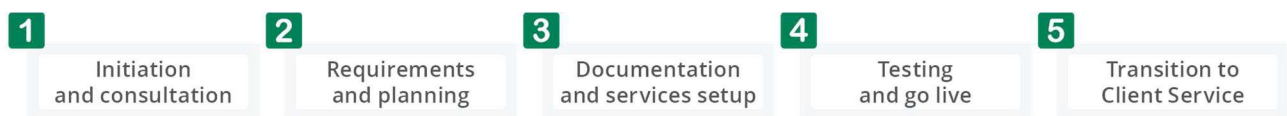


Figure 9

We view the implementation process as a pivotal phase in our relationship and an opportunity to demonstrate the value of our expertise and consultative capabilities.

In 2023, Commercial Banking Client Onboarding completed **87,521 product implementations** for clients.

Our people dedicated to your success

Your **dedicated onboarding specialist**, Jimmi, earns your trust as an extension of your team. She delivers expertise in project management and provides deep industry knowledge and experience.

Our **technical specialists** work with you to develop a comprehensive implementation plan based on your objectives and processing systems. They provide expertise on our market-leading capabilities that simplify complex onboardings. They use proven and structured methodology to make certain highly successful outcomes that are delivered on-time.

Our people

866+ Onboarding team members

8 years' industry experience (average)

87,521 onboardings completed in 2023

Implementing big ideas and day-to-day improvements

Our **transformation of onboarding** includes advancing client onboarding technology, tools and processes. Enjoy the benefits as you:

- Execute documents anytime, anywhere using e-Signature capabilities (as permissible by local law)
- Experience a streamlined know your customer (KYC) process that reduces information required and automates data capture through technology
- Benefit from ongoing investment in solutions to streamline the end-to-end client onboarding process
- Reduce development effort and implementation time with our proprietary ERP plug-ins and adapters
- Embed banking services in your products and processes with comprehensive API capabilities
- Our APIs provide a new digital connectivity channel to better deliver our products and services to achieve your business objectives

Our commitment to continual improvement

- Investing in development of our professional project managers
- Driving operational excellence by empowering our people to improve everyday processes
- Actively seeking client feedback through surveys and follow-up calls
- Leveraging real-time data to efficiently manage resources

Implementation challenges

Some common issues relate to a client's lack of internal technical resources, conflicting project due dates or the inability to act quickly. In addition, project timelines are another significant factor to the implementation process. We recommend that you review the project timelines carefully and raise any concerns that may affect your ability to achieve milestones. We will work with you to modify the project timelines to accommodate your schedule.

Sample implementation schedule

Please refer to Attachment 10 for a sample implementation schedule.

13. Does your bank provide online help or assistance for its various services?

J.P. Morgan Access is designed to work the way you do, following typical daily workflows. Most clients are up and running with little or no learning curve. However, should you need it, we provide online help and how-to videos alongside the current page and a full range of support materials in Support.

We currently offer local language capabilities in Spanish, Japanese, Simplified and Traditional Chinese, Portuguese, German, French, Italian and Russian. J.P. Morgan Access is designed to work the way you do, following typical daily workflows. Most clients are up and running with little or no learning curve. However, should you need it, we provide online help and how-to videos alongside the current page and a full range of support materials in Support.

14. Discuss any immediate plans your bank has for service enhancements.

Today’s treasurers are faced with new challenges. J.P. Morgan understands that there is a growing need for organizations to be connected, tools to be interactive and information to be immediate. Clients have new expectations for cash management services provided by their financial institutions – they need more efficient and lower cost solutions. That is why J.P. Morgan continues to invest in our electronic banking solution, J.P. Morgan Access.

The key themes of simplification, visibility and customization drive our strategy to continue to improve J.P. Morgan Access through innovation.

J.P. Morgan Access innovations	
Benefits to the City	- Simplification - Visibility - Customization

J.P. Morgan Access innovations

Recent enhancements	• J.P. Morgan Access Manager for simple, self-service administration capabilities • J.P. Morgan Access Help Center redesigned and rewritten for all your how-to needs • File transmission capabilities allowing clients to: ▪ Monitor file transmissions, security keys and track upcoming expirations ▪ Renew expiring keys online for on-demand availability • Dashboard landing page with summary information, and quick links to key features • Quick and easy user setup process • Integrated transactions and information capabilities • Expanded payment status from the beneficiary bank and view payments initiated in all channels • Implementation of soft token • Integration of password and token management into Administration • Artificial Intelligence-powered virtual assistant • Receivables visible on the centralized platform • Implementation of WalkMe, providing users with personalized walkthroughs for a task on the same page they need to accomplish that task • Enhanced Mobile App capabilities including ability to approve and release U.S. ACH transactions, view H2H File statuses, manage user administration, set up push notifications. User can also now log in and release payments with a Biometric ID + PIN (U.S. IOS only)
Upcoming developments	• Expansion and consolidation of payment types supported in a single initiation workflow • Expanded bulk FX payments

As new features become available for you, we'll send you an alert through our online portal. Your security administrators and users will also receive a quarterly newsletter bundling announcements and enhancements that impact J.P. Morgan Access.

15. Please attach a list of all branch locations within the City of Joliet. Also list the services provided at each branch.

We offer flexible depository services to meet the City's check and cash deposit needs. You benefit from making smaller deposits at our four commercially enabled branches near your locations.

Smaller deposits are defined (per day, per branch) as:

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

Small change orders are defined (per day, per branch) as less than \$5,000.

We recommend the use of our vault deposit services for volumes that exceed these parameters.

Branch locations

Our four commercially enabled branches near the City's locations, along with hours of operation, are listed in the table below. The deposit cutoff time is the branch closing time Monday through Friday, 5:00 p.m. CT for branches in your area.

Chase branches ⁽¹⁾			
Branch name	Address	Hours of operation ⁽²⁾	Services provided
Joliet Scott	120 N Scott St, Joliet, IL 60432	Mon-Fri: 9:00 a.m. to 5:00 p.m. Sat: 9:00 a.m. to 1:00 p.m.	Commercial Night Drop, Commercially Enabled, ATM
Joliet Jefferson	2500 W Jefferson St, Joliet, IL 60432	Mon-Fri: 9:00 a.m. to 5:00 p.m. Sat: 9:00 a.m. to 2:00 p.m.	Commercial Night Drop, Commercially Enabled, ATM
Essington & Caton Farm	2222 Essington Rd, Joliet IL 60432	Mon-Fri: 9:00 a.m. to 5:00 p.m. Sat: 9:00 a.m. to 2:00 p.m.	Commercial Night Drop, Commercially Enabled, ATM
Shorewood Rte 59	1421 IL Route 59, Joliet, IL 60432	Mon-Fri: 9:00 a.m. to 5:00 p.m. Sat: 9:00 a.m. to 2:00 p.m.	Commercial Night Drop, Commercially Enabled, ATM

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

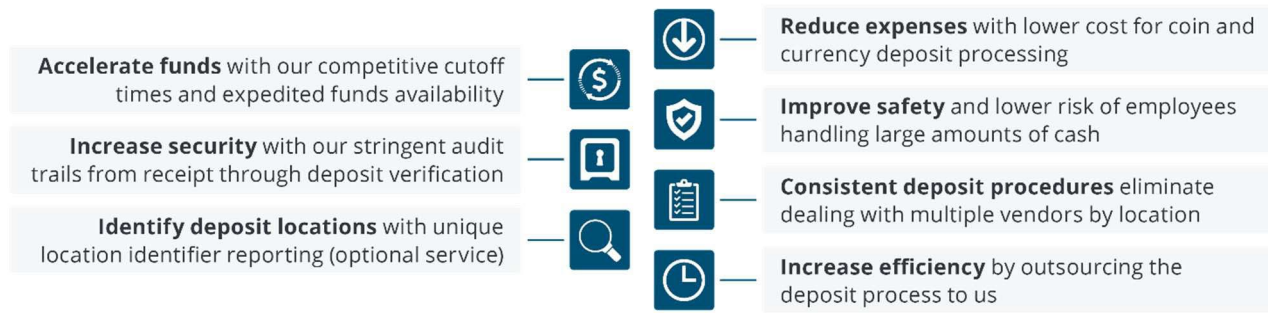
(2) Hours provided are local time. Please note that branch hours are subject to change and will be posted at each branch location

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

Offering convenient cash vault services

Benefit from making cash deposits from your location using our cash vault services. You arrange to contract with an armored courier to drop off deposits at one of our more than 100 vault locations. We recommend you use our Chicago vault location.

Benefits of our approach to cash vault services



Offering the right depository solutions to meet your needs

Have you thought about alternative deposit methods? When you or one of your employees uses an ATM Deposit Only Card, we accommodate smaller cash and check deposits at a Chase ATM. Your cardholder deposits up to 200 bills or 30 checks in a single transaction and receives a detailed receipt of all denominations or check images. We offer additional alternative solutions, such as remote deposit using Remote Deposit Capture for checks.

We focus on facilitating and safeguarding the process with proven products, services and client care. As one of the largest depository banks in the United States, we're dedicated to this type of business and have made investments to maintain greater control over the quality and efficiency of each transaction.

e. Compensating Balances and Monthly Account Analysis

1. Provide a sample analysis statement.

Please refer to <https://www.jpmorgan.com/payments/client-resource-center/statements> for sample account analysis statements.

2. Provide the formula used to compute the earnings credit rate on account balances.

The earnings credit rate is a bank managed rate that we review and update periodically after considering a range of factors, including the market rate environment. Using a managed rate helps to **maintain pricing flexibility** while helping **to protect you from the short-term rate volatility** that could result from using an indexed rate.

The earnings credit allowance is calculated based on the average daily positive collected balances in the non-interest-bearing accounts less the reserve requirement (currently 0%) using the following calculation:

Monthly earnings credit allowance calculation

(Average monthly investable balance x ECR x actual number of days in month)

Actual number of days in year

3. Provide the current options for assessing monthly service charges. What payment methods are accepted?

As the standard option, we offer monthly settlement with fees debited on the 15th calendar day of the month following the close of the billing period. Alternative schedules may be quarterly, semiannual or annual and are subject to negotiation.

Account analysis statements are generated monthly, regardless of settlement period. J.P. Morgan's electronic billing statements are available online through J.P. Morgan Access on the sixth business day after the close of the billing period for all your accounts.

f. On-line Banking

1. Include specifications for automated service hardware and software capability proposed as well as data download/file transfer formats for internet services proposed.

J.P. Morgan Access supports various operating systems and internet browsers. For optimal performance, refer to the recommended hardware and software specifications provided in Attachment 11.

The City can securely export reports and data from our online portal through the reports function to update your accounting, Enterprise Resource Planning (ERP) System and/or Treasury Workstation System (TWS). The following formats are available:

- BAI2
- MT940/MT942
- CSV
- ISO camt.052, camt.053, camt.054
- OFX

The City can also download data and save in Excel or PDF formats.

2. Explain the Bank's security features with respect to the on-line system. How is access limited?

Our online platform offers you comprehensive and configurable user entitlements, limits and approval workflow providing you with optimal control. Select from a wide range of security options, including dual control among users, daily or transaction limits and transaction approval rules.

You designate the rights of each user on the platform. You can restrict each user by dollar amount and function. Dollar amounts can be either single transaction, daily aggregate or both.

Additionally, the online platform requires two unique users for the creation, approval and release of any transaction. Two unique users must also be involved in the creation, approval and activation of any underlying template. Even if a user has all three entitlements, they cannot initiate all three actions on a transaction on their own.

Security

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

- **Control:** The City's security environment is maintained by your assigned security administrators, who create and authorize users for online services. Using online administration tools, security administrators can lock down security with precise user entitlements, limits and account settings and generate entitlement reports to meet auditing requirements.
- **Two-step logon:** The system uses an enhanced two-step logon to help validate that users are accessing the authentic J.P. Morgan Access website.
- **Single Sign-On:** A distinct user ID and password give the City's users access to the platform and product functions that do not involve the initiation of value-bearing transactions. Users entitled to transaction initiation or that fall under certain regulatory requirements will also require a security token to log on.
- **User authentication:** During the initial access to the server, users' identities are validated against their registered profiles.
- **Log on control:** After three log on attempts, the system automatically locks out a user who enters an invalid password and generates an entry in the security log. The three failed log on attempt restriction prior to disabling a user is on a per session basis. This is set by our systems.
- **Computer registration:** Each time a user logs on through an unrecognized computer, the system prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as email, help desk or in person by a City security administrator.
- **Digital signature:** Authentication is required for users accessing functions involving value-bearing transactions or security activities (e.g., wires and ACH). We use a two-factor authentication process:
 - Digital signature authentication is achieved through J.P. Morgan's patent-pending solution leveraging RSA SecurID® token technology to provide signatures.
 - Users enter their user ID, password and RSA SecurID token code when logging on. They are prompted to re-enter their password and token code before moving funds during their secure session.
- **Data protection:** Industry-standard 256-bit Transport Layer Security encryption helps maintain confidential access and delivery of data, and transaction facilities.
- **Session timeout:** After 15 minutes of inactivity, users are automatically logged off.

3. Can the bank provide balance and transaction detail reporting electronically on City accounts in the following detail? If so, what hours are the services available?

Yes. We provide updates throughout the business day for established accounts. You can receive current-day information throughout the day, generally within minutes of receipt or completion.

Current-day information, which is the reporting of memo-posted transactions, is available throughout the day as the transactions complete on processing applications such as lockbox , wire, ACH, returns, controlled disbursement and demand depository accounts.

Wire transfers are reported nearly in real-time. Targeted reporting times for transaction types follows.

Controlled disbursement reporting goal			
Site	First presentment	Second presentment	Check detail
Circleville, OH	7:30 a.m. CT	9:00 a.m. CT	9:30 a.m. CT

Current-day information reporting goal	
Report	Goal
ACH: U.S.	11:00 p.m. CT, 3:00 a.m. CT, 5:00 a.m. CT, 7:00 a.m. CT
Same Day ACH: U.S.	9:00 p.m. CT
Wires: U.S. Domestic (GFP)—Fed	8:00 a.m. to 5:00 p.m. CT
Wires: U.S. Domestic (GFP)—CHIPS	8:00 a.m. to 4:00 p.m. CT
Wires: U.S. Domestic (GFP)—book	8:00 a.m. to 5:00 p.m. CT
Lockbox: U.S. Deposit information	5:00 a.m. CT, 7:00 a.m., CT 9:00 a.m. CT, 11:00 a.m. CT, 1:00 p.m. CT, 2:00 p.m. CT, 3:00 p.m. CT, 4:00 p.m. CT, 5:00 p.m. CT, 7:30 p.m. to 8:00 p.m. CT

a. Ledger, collected, and available balances

The Account Balances snapshot view displays current or prior-day balances on the Home Page, and presents opening ledger, current ledger and current balances totals in an account. Cash reporting tools let the City create, customize and run up-to-the-minute reports on its accounts, all from a single location.

b. Daily debit/credit totals and detail

We report the following in current-day information:

- All transactions memo-posted, with associated reference numbers, float and descriptive text by transaction type

- Cash reporting services provide balance, transaction and associated treasury management information.

You can create and run a report for debit and/or credit transactions. The number of items and totals will show. Details are shown.

Refer to Attachment 12 for reports available via J.P. Morgan Access.

c. Float information Banking Services

Our balance reporting system provides:

- Ledger balances (beginning and ending)
- Collected balances
- Available balances
- Float assignment

d. Pending debit and credit information

We provide updates throughout the business day for established accounts. You can receive current-day information throughout the day, generally within minutes of receipt or completion.

Current-day information, which is the reporting of memo-posted transactions, is available throughout the day as the transactions complete on processing applications such as lockbox , wire, ACH, returns, controlled disbursement and demand depository accounts.

We report all transactions memo-posted, with associated reference numbers, float and descriptive text by transaction type.

e. Transaction detail for the prior day

Receive prior-day information reporting by 7:00 a.m. CT.

f. Transaction detail for at least 90 days

Upon request, for report retention, the system can store 90 calendar days, 1 or 2 years of data. Please see Attachment 12 for sample reports.

g. Transaction detail for the current day

Receive current-day information of transactions posted (memo-posted transactions)—such as lockbox, wire, ACH, returns, controlled disbursement and demand depository accounts—throughout the day, within minutes of receipt or completion.

h. ACH debit and credit detail and totals

ACH transactions received from the ACH network are available on information reporting by 8:00 a.m. CT. Throughout the day we will update current-day information reporting for “on-us” or book-to-book transactions originated by other J.P. Morgan originators.

i. Incoming/outgoing wire/ACH transfer inquiry

We report all transactions hard-posted to your demand depository accounts with associated reference numbers, effective dates (float) and descriptive text.

4. Can the following transactions be done electronically?

a. Wire transfers: repetitive, non-repetitive, and future-dated

Yes, we recommend the City use J.P. Morgan Access to initiate wire transfers.

Wire transfer initiation via J.P. Morgan Access

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

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

Future-date capability is available, supporting 365 calendar days for same-currency wires initiated from U.S. accounts.

b. ACH transactions

Yes, depending upon your operational requirements, originate ACH payments for:

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

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

Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.

c. Stop payments

Yes, stop payments can be placed in our online portal. The system searches 90 days of transaction history to identify if the check has been paid (extended retention periods are available) for payment requests entered manually.

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

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

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

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

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

d. Void checks

Voids can be placed online via J.P. Morgan Access or sent by file transmission. The void is effective real time. For same-day action, void requests must be received by 7:00 p.m. CT when submitted via J.P. Morgan Access, or by 9:45 p.m. CT when submitted by direct transmission.

We recommend that when a check is printed and released by the City, a stop payment be placed versus a void. Voids should be placed when the check has not been released. Stop payments are in effect for one year with an option to renew for six additional years, and if the check is presented for payment the bank will automatically return the item. For clients who choose to place a void on a check, if the item is presented for payment and the account subscribes to positive pay, the paid check will be communicated via J.P. Morgan Access as a "Cancel On File" check exception for the client to then make a pay or return decision on the item. Therefore, a stop payment provides a more efficient method of handling an outstanding check that is not to be honored.

e. Internal account transfers

The City can use Account Transfer to transfer funds between U.S. (domestic) J.P. Morgan bank accounts. Funds move in real-time between accounts. Account transfers are executed against the available balance.

Cutoff time for same-day transaction posting is 10:00 p.m. CT; any transaction initiated after this time will roll the value date and post on the following business day.

f. Investment transactions

J.P. Morgan Asset Management offers a variety of money market funds (MMF), ranging from diversified credit instruments to government obligations. These funds are seen as stable, low-risk investments. The

average maturities of these MMF investments are short term, under 61 days (per Federal regulation), and the yields are market driven. Select third-party (non-J.P. Morgan) MMFs are available.

We offer the City the convenience of an automated investment sweep and direct investment through J.P. Morgan Access Liquidity Solutions. For direct and automated intraday investments (purchases and redemptions), the funds are subject to specific market cutoff times during the day. For an end-of-day sweep, an investment cap will be established based on your expected, stable level of average sweep balances. Funds will sweep daily and additional shares may be allocated as available. To facilitate automated intraday and end-of-day sweeps, a minimum target balance must be maintained in the account, which may range from \$1 million to \$5 million depending on specific requirements.

MMF yield and share classes are dependent on the investment amount and investment channel. Please see table below for share class minimum balances:

J.P. Morgan money market funds share class minimums

Share class	Automated sweeps		City-initiated investments
	Intraday	End-of-day	
Capital	\$50,000,000	n/a	\$50,000,000
Empower	\$50,000,000	n/a	\$50,000,000
Institutional	\$10,000,000	n/a	\$10,000,000
Agency	\$5,000,000	n/a	\$5,000,000
Premier	\$1,000,000	n/a	\$1,000,000
Morgan	\$1,000	\$1,000	\$1,000

J.P. Morgan money market mutual funds additional information

Money market funds (MMF)

Investment Fund	See prospectus by visiting: https://am.jpmorgan.com/us/en/asset-management/gim/liq/products/performance-and-yields/liquidity
Exposure/Rating	
Sweep type	End-of-day, Intraday
Timing	- End-of-day: Last transaction of the business banking day - Intraday: One hour prior to fund close
Return of funds	- End-of-day: The morning of the next business day - Intraday: Only when the linked DDA balance falls below a predetermined target
Interest/Dividends	- Dividends accrue daily and paid monthly on 365-day basis - The dividend posts to the linked DDA on the first business day of the following month

J.P. Morgan money market mutual funds additional information

Money market funds (MMF)

Restrictions/ Comments
• U.S. corporations/entities must invest in U.S.-registered funds • See prospectus for fund details

g. Communications

A supported browser and a high-speed internet connection are needed to use our online portal.

We support multiple internet browsers. The City can utilize a single browser to use our online portal and all the different functions within the portal. Please refer to the J.P. Morgan Access Technology Checklist in Attachment 11 for a full technology checklist, including browser compatibilities.

h. Account transaction inquiries

The City can make inquiries in multiple ways:

- On **specific transactions** by individual account or by multiple accounts for prior-day, current-day and date range selections
- Against **historical data** for 45 days or up to 2 years, depending on the entitled account's history retention settings.

For a quick snapshot of your balances, can use the home page to view current-day or prior-day balances, down to transaction summary, such as totals for lockbox, wires, ACH, etc., and transaction detail. Each level allows for printing and exporting results.

5. Are the following services offered electronically?

a. Check imaging

Paid check image copies, in many instances, are available for viewing online via J.P. Morgan Access the same day they are presented to the bank. At a minimum, images of these items are available on a next business day basis.

b. Imaging of other items such as deposit tickets, credit, and debit memos

The City can view deposits and memo-posted transactions online, however, we do not image deposit tickets or credit/debit memos. Notifications of any adjustments are also provided online.

c. Positive pay

Yes, we provide positive pay services to help protect the City's accounts. You simply send us your check issue files via transmission or the internet. Our J.P. Morgan Access internet delivery channel provides a foundation for secure and traceable communications between you and the bank.

d. Account administration

Our online portal makes managing and monitoring administrative tasks virtually effortless. Its capabilities provide security administrators with a fast and easy way to manage user entitlements, take action on requests and assign or delete products in a matter of minutes. Designed to match typical workflows, it also provides the flexibility to customize pages and set specific search parameters. Simplified user set up includes the ability to clone a user. Security administrators can quickly replicate an existing user's entitlements to set up a new user with identical entitlements.

6. Are there any data items that cannot be reported real-time electronically? If so, what are they?

We provide updates throughout the business day for established accounts. You can receive current-day information throughout the day, generally within minutes of receipt or completion.

Current-day information, which is the reporting of memo-posted transactions, is available throughout the day as the transactions complete on processing applications such as lockbox, wire, ACH, returns, controlled disbursement and demand depository accounts.

Wire transfers are reported nearly in real-time. Targeted reporting times for transaction types follows.

Controlled disbursement reporting goal			
Site	First presentment	Second presentment	Check detail
Circleville, OH	8:30 a.m. ET	10:00 a.m. ET	10:30 a.m. ET

Current-day information reporting goal	
Report	Goal
ACH: U.S.	12:00 a.m. ET, 4:00 a.m. ET, 6:00 a.m. ET, 8:00 a.m. ET
Same Day ACH: U.S.	10:00 p.m.ET
Wires: U.S. Domestic (GFP)—Fed	9:00 a.m. to 6:00 p.m. ET
Wires: U.S. Domestic (GFP)—CHIPS	9:00 a.m. to 5:00 p.m. ET
Wires: U.S. Domestic (GFP)—book	9:00 a.m. to 6:00 p.m. ET

Current-day information reporting goal

Report	Goal
Lockbox: U.S. Deposit information	We report updated lockbox deposit information ten times throughout the day: • 6:00 a.m. ET • 8:00 a.m. ET • 10:00 a.m. ET • 12:00 p.m. ET • 2:00 p.m. ET • 3:00 p.m. ET • 4:00 p.m. ET • 5:00 p.m. ET • 6:00 p.m. ET • 8:30 p.m. to 9:00 p.m. ET The updates include all batches completed no later than 30 minutes prior to the stated update time, even if the update time precedes one of your scheduled deposit times. Updated information should be presented on J.P. Morgan Access within 15 minutes of the update time. For clients receiving weekend deposits, separate weekend feeds are made on Monday morning. Any balance, float and transaction information reported intraday is subject to final verification.

7. What items are included in your positive pay service, i.e. stale dated checks, stop payments, voids, etc.?

We review positive pay accounts to detect the following exception situations:

- Paid-no-issue
- Duplicate paid items
- Maximum dollar (by request)
- Minimum/maximum serial number (by request)
- Stale-dated issue (by request)
- Invalid serial number
- Cancel/void prior to payment
- Payee name does not match issue
- Paid amount does not equal issue

8. What data formats are used for the positive pay daily file for issued checks?

Manage file delivery per your preference:

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

For validation, receive an automated acknowledgement of your check issuance file transmission within one hour of file receipt, via the internet or transmission.

ARP standard input and output specifications					
Position	Size	Data element	Field type	Format/ justification	Comments
1	1	Record Type	Alpha	One character field that identifies the item type as specified to the right.	Input codes: I = issues , S = stopped items, V = void or cancel items Output codes: P = paid items, R = reconciled items, O = outstanding items, S = stopped items, V = void or cancel items, C = miscellaneous credit item, D = miscellaneous debit item
2	1	Filler	Alpha	Spaces	
3 - 22	20	Account Number	Numeric	Right Justified/Zero Filled	The account number field should contain the J.P. Morgan-supplied number associated with the account.
23	1	Filler	Alpha	Spaces	
24 - 41	18	Serial/Check Number	Numeric	Right Justified/Zero Filled	This field has been maximized to 18 digits for future growth. The current ARP system supports serial numbers up to 10 digits in length. The remaining 8 digits should contain zeros.
42	1	Filler	Alpha	Spaces	
43 - 60	18	Amount	Numeric - 2 Decimal Places	Right Justified/Zero Filled 9(16)V99	The amount field should not contain signed data or decimal points. This field has been maximized to 18 digits for future growth. The current check processing system supports amount up to 10 digits in length. The 8 digits should contain zeros.
61	1	Filler	Alpha	Spaces	
62 - 69	8	Issue Date	Numeric	YYYYMMDD	The issue date field is used only on input files or output files that are processed as a full reconciliation.
70	1	Filler	Alpha	Spaces	
71 - 78	8	Paid Date	Numeric	YYYYMMDD	The paid date field is used only with the output files. * Input files should contain spaces in this field.

ARP standard input and output specifications

Position	Size	Data element	Field type	Format/ justification	Comments
79	1	Filler	Alpha	Spaces	
80 - 94	15	Additional Data	Alpha-Numeric	Content Specific	The additional data field is an optional field used by both input and output files. It can contain payee information or other important data. * If the field is not used it should contain spaces.
95-144	50	Expanded Additional Data (Payee Name)	Alpha-Numeric	Content Specific	The expanded additional data field is an optional field used by both input and output files. It can be used by clients who want more than 15 characters of additional data on their output files (not reports). Payee Name data is placed in these positions for interrogation/ verification. * If the field is not used is should contain spaces.
145-194	50	2nd Payee Name	Alpha-Numeric	Content Specific	The 2nd payee name field is an optional field used by input files only. It can be used by clients who want to use a second payee name. The 2nd Payee Name data is placed in these positions for interrogation/verification. * If the field is not used is should contain spaces.
195-200	6	Filler	Alpha	Spaces	

Sample ARP file layout

SAMPLE LAYOUT (RECORD LENGTH 200) NOTE: 200 Record length is for the Input Only to accommodate Payee Name - Output length is 150.																		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
12345678901																		

Special Notes:

- * Some of the numeric fields may be larger than your system can support. Splitting the fields into two parts and filling the unused portion with zeros may be necessary.
- * All numeric values should be right justified and zero filled.

- * Some of the numeric fields may be larger than your system can support. Splitting the fields into two parts and filling the unused portion with zeros may be necessary.
* All numeric values should be right justified and zero filled.

Figure 10

9. Please provide the bank's upload and decisioning cutoff times for positive pay. What is the bank's policy on check fraud and liability for loss?

Submit the issue file via file transmission, upload using the online portal or manually key data into the online portal.

- Submit via file upload manual entry by 9:30 p.m. CT.

- Transmit check issuance files via direct transmission by 9:45 p.m. CT.

Options to decision items

You use the online portal to decision items. Then review digital images of all exception items and instruct us to pay or return each item from a single page.

If a decision is not received by the 4:00 p.m. CT, we decision the item based on the default you set up at the time of your client onboarding.

We generate an exception report the next business day that identifies any mismatched or no-issue information on file items.

J.P. Morgan has been an industry leader in offering a wide a variety of sophisticated fraud protection services to protect our clients and the bank from financial loss due to payment fraud. The laws governing checks and negotiable instruments, primarily in Federal Regulation CC and the Uniform Commercial Code (UCC), and interpretation of those laws have been changing to reflect a shared responsibility and partnership between clients and their banks. Therefore, we strongly recommend that the City use positive pay, payee name verification and other applicable fraud protection services, to prevent losses due to check fraud.

Each situation is different and will be examined and researched carefully by our Fraud Control team. The aspect of liability will then be determined on a case-by-case basis, after all the supporting facts have been reviewed.

Currently in most states, the UCC provides for defenses that can be raised to a claim of loss due to check fraud based on the following principles:

UCC principles	
Ordinary care	The observance of reasonable commercial standards that prevail in the area in which the person is located and with respect to the business in which the person is engaged.
Comparative negligence	In situations where there is loss due to fraud, a court would compare the client's negligence against the bank's negligence to determine who should be liable.
Contributory negligence	The client could be found to have contributed to the loss if, for example, they fail to safeguard checks from forgery or alteration by a "reasonable commercial standard," and that failure to safeguard contributes to the forgery or alteration.
Reasonable promptness	Clients must exercise reasonable promptness in examining statements, or items to determine if any payment was not authorized and to notify the bank.

The UCC allows for certain terms to be modified by agreement, and most banks, through their account terms, require clients to review their statements within 30 or 60 days and report any errors.

10. Briefly explain your bank's stop payment procedures. Include time constraints, whether requests can be made electronically, and when written notification is provided.

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

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

Stop payment page

J.P.Morgan | Access

Search

Search by account, amount, beneficiary and r

Feedback

Notifications

Help

Sandra

Log Off

Home

Payments

Liquidity

Receivables

Checks

Reports & Statements

Payment Control

Manager

More Services

Home

Inquiry

Stops

Data Download

Recon Input

Check Print

Recon Output

PosPay

Rev PosPay

ACH Filter

Approvals

Reports

STOP PAYMENT REQUEST

Inbox

Account *
0600011111-Classic Check

Request Type *
Single Range

Check No.

Payee

Reason *
Other

Amount

Paid Check Search From 12-Jan-22

*Indicates required values Add Clear

The check will be stopped unless it has been cashed or has cleared the bank prior to placing this stop payment. Please review the Stop Payment Request Activity Report on the next business day for confirmation your request was successfully processed.

☐ PDF Confirmation on Submission

Submit Print

Account	Check No.	To Check No.	Amount	Payee	Reason	Alternate Action
Your search did not return any results. Alternatively, you can: Search again using different search terms						

Figure 11

We provide confirmation online of successful placement of the stop payment request. Print or download details as needed.

11. When will a stop payment request take effect and how long will it be in effect?

Once the stop payment request is submitted appropriately, it will be processed within one hour. Stop payments are effective for one year and can renew each year for six additional years.

12. Does a stop payment have to be re-submitted after a specified period? If so, why?

The period can be extended after the seven-year time frame by replacing the stop payment request.

13. Please provide examples of standard electronic reports, as well as discuss custom electronic reporting capabilities.

Please refer to the J.P. Morgan Access Sample Reports Guide in Attachment 12.

Please see the sample ARP reports in Attachment 13.

Our online portal, J.P. Morgan Access, offers the City a comprehensive list of predefined reports, as well as advanced filtering and criteria capabilities, and a powerful set of interactive features, allowing you to customize reports for different views or download them into different layouts to meet your varied reporting needs.

For example, for balance and transaction reporting, the City can customize reports online with the following selection options:

- Select balances by account or groups of accounts
- Access prior business day, current business day or as of business day financial data; or select a date range of up to two years
- Evaluate account averages for this month, the prior month and year-to-date
- View balances, credits and debits
- Select from a variety of industry standard formats: Excel, CSV, PDF, MT940, ISO camt.054 and BAI2

In addition, the City can enhance the presentation of your information using the following Interactive Reporting functionalities:

- Move, show or hide fields or columns within the report
- Sort on single or multiple columns
- Use our web search tool to filter data
- Use graphs or charts to quickly visualize trends
- See your report change dynamically as you perform customization of your report
- Save and re-use the report template, print or export the report with the customized settings

To enhance productivity, reports can be scheduled to run automatically via our Automated Scheduler at recurring intervals, e.g., daily, weekly or monthly. Additionally, customized reports can be shared by the creator with other City users.

Once the scheduled reports are available in your users' Reports Inbox, the users can download these reports at any time even outside of regular business hours, provided that this is not within our electronic banking system's regular maintenance hours.

g. Transfers Between Accounts

The City can use Account Transfer to transfer funds between U.S. (domestic) J.P. Morgan bank accounts. Funds move in real-time between accounts. Account transfers are executed against the available balance.

Cutoff time for same-day transaction posting is 10:00 p.m. CT; any transaction initiated after this time will roll the value date and post on the following business day.

h. ACH

1. The City offers direct debit of utility payments from its residents. Explain your capability to provide this service.

Depending upon your operational requirements, originate ACH payments for:

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

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

Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.

2. The City offers direct debit to employees for payroll. Explain your capability to provide this service.

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

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

Direct deposit options	
Origination method	
Larger volume	We recommend you use direct send transmission. You create a transaction file in standard Nacha format using industry standard applications. You will then transmit the file to us through a common protocol such as SFTP. The transmission is encrypted and sent to us for final ACH processing.
Lower volume	We suggest using our online portal. The banking portal allows your authorized users to enter the required ACH payment details in the fields provided as free-form payments or by initiating using a pre-approved template. In addition to initiating payroll, you can use the banking portal for ACH and wire disbursements and concentration.

3. Does your bank offer same and next day ACH services?

Yes.

ACH transaction recipients (vendors or consumers) receive funds based on the effective settlement date you put in your ACH origination files. Funds can settle to your recipient's account on the same day, next day or a future date. Based on appropriate credit limits, settlement to your account will also occur on the payment settlement date.

4. What controls are in place at your bank to prevent file loss and duplicate transmissions?

We have automated file-scheduling packages to help make sure data is not lost.

We also have an 11-month duplicate detection capability; any file transmitted with the same Origin ID, Company ID and effective date of the first batch within the file, and exact item count and amount will be rejected. Additionally, if our system determines that the file received is a duplicate, J.P. Morgan will call you the same day to verify.

Advantage for the City: We have **automated tools** to help protect you against lost files and duplicate transmissions.

5. What back-up systems are in place to ensure continuous processing of ACH transactions in the event of a “disaster scenario or data breach” at your operations?

The Firm has a dedicated Technology Resiliency Program that establishes critical services, capabilities, controls, and procedures designed to promote continuity and recovery of operations in case of a disruption. The program focuses on rigorous recovery scenarios and testing based on criticality and takes an “all hazards” approach to resiliency to include events that have a cyber nature.

For additional information please see the enclosed overview of our Enterprise Resiliency Program (Attachment 9).

6. Has your operations center experienced such a “disaster” within the last two (2) years? Please provide details.

In recent years, JPMorganChase (JPMC) has experienced several major events that required activation or leverage of our business resiliency plans.

In the last two years, we can cite the following successful invocations:

- 2024 – India elections
- 2023 – Winter storms Piper and Olive

During or following these events, JPMorganChase either activated or utilised aspects of the recovery strategies held within our resiliency plans. With assessed and documented plans in place, JPMorganChase—and, more importantly, our clients—experienced little or no disruption in our services as a result of these events. In the event of a disaster, we strive to maintain service at the levels established during normal operations. We will work with clients to keep you informed about the developments throughout the entire event.

7. Provide a copy of your bank's ACH transaction cutoff times.

Cutoff times for ACH initiation and additional details are provided below.

Initiation method	Next-day ACH	Same-day ACH
Direct Send transmission ^{1,2}	9:00 p.m. CT (prefund) and 9:00 p.m. CT	1:15 p.m. CT (prefund) and 2:15 p.m. CT
ACH payments via J.P. Morgan Access ¹	9:00 p.m. CT (prefund) and 9:00 p.m. CT	1:00 p.m. CT (prefund) and 2:00 p.m. CT
File Transmission Payments ¹	8:30 p.m. CT (prefund) and 10:15 p.m. CT	12:30 p.m. CT (prefund) and 1:30 p.m. CT
API (ACH Non-IAT)	8:10 p.m. CT (prefund) and 9:55 p.m. CT	12:10 p.m. CT (prefund) and 1:10 p.m. CT

1. ACH PPDs must be received two business days in advance.

2. If later deadlines are required, this should be discussed with your relationship team.

8. When will the ACH transactions need to be submitted to ensure availability of funds in the employee's account by 8:00 a.m. on payday? Will the funds ever be available before 8:00 a.m. on payday? How would your bank resolve a situation where employees' funds were not available at 8:00 a.m. on payday?

We accept and process PPD payroll files for next-day credit.

You can supply prearranged payment and deposit (PPD) files for next day credits. However, for your employees to receive funds as available balances for ATM withdrawals on payday, you must deliver the file to us by 10:00 p.m. ET, two business days prior to the settlement date. The file will be processed at the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on payday.

Send with Same Day ACH

All ACH credit transactions, except for international transactions (IATs) and transactions above \$1,000,000, are eligible for same-day processing. Depending on your initiation method, all data received after the cutoff times listed in the below table is ineligible for same-day processing.

City initiation method	Cutoff times
ACH Direct Send	1:15 p.m. CT (prefund) and 2:15 p.m. CT
ACH payments via J.P. Morgan Access	1:00 p.m. CT (prefund) and 2:00 p.m. CT
File Transmission Payments	12:30 p.m. CT (prefund) and 1:30 p.m. CT
API (ACH Non-IAT)	12:10 p.m. CT (prefund) and 1:10 p.m. CT

9. Does your bank provide acknowledgments when it receives an ACH file? If so, what format is used and what information is given?

Yes, we provide file receipt acknowledgements. To confirm the receipt of your direct transmission files, you may choose to receive any of the following acknowledgement files:

- **ACH File Receipt Notification Service:** Available to clients who provide us with Direct Send ACH files. You will get an email notification that your submitted ACH file was either successfully received by the ACH back office and validated or rejected for further processing. We can send email notifications to a maximum of 10 corporate email addresses (personal email addresses are not supported), and do not include notification of successful ACH processing of client files.
- **ACH Acknowledgement File:** Automatically transmits a copy of your original File Header (1) record and File Control (9) record allowing you to reconcile back to your original ACH file processing records.
- **ACH Companion (Mirror) File:** Provides a complete copy of the original incoming ACH Nacha detail payment file received by us. This re-confirms the individual payment instructions being processed and is often used as a reconciliation file. The file reports any ACH rejects or returns back to you within one to three business days.
- **ACH Transaction Summary Report (Journal):** Created post-processing and summarizes the settlement results and totals for either an individual file or for the entire business day. We sent the report to you through secure email or direct transmission delivery within 90 minutes of receipt of the ACH initiation file. The acknowledgement includes item count and dollar amount.

10. Can a request be made to delete ACH transactions after the file has been transferred? If so, what notification does the bank provide that the transaction was deleted before funds were distributed?

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

You may also contact the ACH Transmission Public Sector Services Group by phone at 866-768-5492.

11. Does your bank require a pre-notification run? If so, how much lead-time would be necessary before direct deposit could be implemented?

Prenotifications are no longer required, so it's up to the originator to choose if they're necessary. We recommend:

- Using prenotifications if you have time to respond to corrections or errors generated by a notification of change on the prenotification and correct the information prior to the first payment
- Prenotifications be originated at least three banking days prior to live-dollar origination, but we can accommodate any timing scenario

The prenotes are charged as standard ACH transactions.

12. How does your bank handle ACH return items?

To confirm that a return belongs to the client, we check the account number, date, individual ID and trace number. Returned funds post at the end of the banking business day, and information concerning these items is available on our current-day report at the opening of the next banking business day.

Return Item Processing System

We carefully designed our return item processing system to minimize the problems exception items can cause when acting as the interface to help provide the City with accurate data.

The return item processing system can provide return items via direct transmission, secure email or via J.P. Morgan Access. The bank strongly recommends data transmission options to reduce delivery problems, eliminate mail delays and minimize the time between the return and the time to receive notification of return.

Process

Return item processing uses key fields from each returned item to retrieve, from a historical file, the original record sent to J.P. Morgan. This file contains records for ACH transactions initiated in the past 15 months.

- If the computer search does not locate an exact match, the entries are declined to the Receiving Depository Financial Institution (RDFI)
- If the correct item is found, data from the original record is supplied to you with the reason for the return
- If the appropriate record cannot be found in the history file, we return the entry to the returning financial institution for correction and resubmission

The bank issues one entry against the City's account for the total of the return file. This simplifies reconciliation, because all returns—both electronic and paper—are in a single return transmission.

Returned credits also are included in the return data file, and will be credited to your account in a separate transaction. Return entries are not netted against one another, or against the new item settlement.

13. Will ACH items (i.e. direct deposit funding requirement) be reported via the daily presentments reporting system? Will they be segregated from the check presentments for reporting purposes?

Yes.

J.P. Morgan Access will provide information on incoming and outgoing ACH transactions via transaction detail reports, appearing as consolidated credits and/or debits.

The following information is supplied on the banking portal current and previous-day reports:

ACH transaction information provided

• Company name	• Company ID number
• Settlement date	• Dollar amount
• Description of debit or credit	• Debit or credit indicator
• Settlement account (checking or savings account)	• Individual ID number (invoice number, etc.)
	• Receiver Name

Create, customize and run up-to-the-minute reports on your accounts, all from a single location using the cash reporting tools built-in to our banking portal. With its flexibility and ease of use, our portal fits the way you work to save you time.

Several master reports form the foundation of our online centralized reporting capability. Each format is customizable to create reports tailored to specific needs.

J.P. Morgan Access reports

Balance and Transactions Report	• Includes top-line balance and transaction summaries, detail transaction records and time-specific data • Available for current-day, prior-day and date-range periods • Choose from many layouts: account, summary and detail, summary only, detail only or location • Includes check/deposit ticket images, transaction note entry, and Lockbox and deposit float reporting, and also sorting and drilldown capabilities to view additional transaction details • Customize the filters and view as a Location Report that captures deposit information from each of your locations
Checks Paid Report	• Detailed view of check transactions that have cleared through J.P. Morgan accounts • Data is available for current-day, previous-day and date-range periods • Also includes sorting options and drilldown capabilities to view check and/or deposit ticket image and additional transaction details
Returns and Exceptions Report	• Detailed view of return items, including check returns, Automated Clearing House (ACH) returns, ACH represented checks (RCK) and ACH notification of changes (NOC) • Run the report using the default date, account and transaction settings or customize it by choosing desired criteria and settings • Includes sorting options and drilldown capabilities to view check return images

J.P. Morgan Access reports

Wire Detail Report	Detailed view of incoming and outgoing wire transactions by account or date for completed Fed, CHIP, and book transfer activity
Payment Reports	- View and customize payment transaction data (Wire, Book, ACH, Account Transfer, and Wire FX) - Report can include current, pending and completed transactions - Provides both summary and detail reporting of payments
Template Reports	- Display and customize information for various payment types - Template details and history - Template creation method - Template status
EDI Reports (prior-day only)	Provides detailed remittance and invoice information for electronic receivables or payments for a specific settlement date in Adobe PDF or ANSI X12 820
Controlled Disbursement Report (current-day only)	- For U.S. accounts only, these reports show summary and detailed information on your payments and templates - Provides interim and final presentments and funding across all sites, or selected disbursement sites that offer both - Can include, for example, all detail payments sent, in-process or future-valued - Template reporting includes summary and adjustments detail reports of templates active accounts presentment totals by location - Within location, users can see location number, description, amount and number of items per location in-process

Interactive reporting provides customized views

The City receives the ability to customize how to view or download reports with a set of interactive features.

Move, show or hide columns within the report and reorder columns on the fly with these intuitive features. Also, use the web search tool to filter data and add graphs or charts to quickly see trends.

By letting you view each change as it is made, the interactive report makes it easier to tailor to your specific needs.

Once customized, you can save, print and/or export reports as well as schedule reports to run automatically at recurring intervals, e.g., daily, weekly or monthly. You can choose to receive a notification when a scheduled report is complete. Notifications can be sent through email and/or through your Alerts Inbox.

For sample reports, see Attachment 12.

Benefits of interactive reporting

- **Avoid manual rework** when exporting data to upload into treasury workstation/ERP system
- **Facilitate transition** from a previous bank with the tools to match any report format
- **Quickly identify trends** with graph or chart views
- **Receive scheduled reports** delivered to your Reports Inbox and made available for 14 days

14. **Provide a copy of all documents and agreements necessary to execute ACH transactions, including the record layout for ACH payments.**

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



Scan for sample account terms and service agreements.

ACH Nacha file import is easy to submit

Choose the automated interface on our **banking portal** to upload a standard Nacha-formatted file. It's easy to submit payments for approval and release.

ACH Nacha import:

- Available for CCD, CCD+, PPD, PPD+, CTX, IAT and WEB Standard Entry Class Code transactions
- Supports the transaction codes for checking, savings, general Ledger and loans
- Works with comma-delimited or fixed-width files that are uploaded using the template functionality

FILE IMPORT FEATURE

You receive:

- Future-dated warehousing of up to 60 calendar days
- Ability to create settlement offset at transaction level or batch level
- Next-day settlement option for transfers to/from J.P. Morgan accounts
- Option to create addendum record for all payments

Originating ACH with Nacha files via ACH Direct Send

Originate through batch file transmissions using industry standard Nacha file formats (e.g., ARC, CCD or PPD). Then, send your file to us through a common protocol, such as secure file transfer protocol (SFTP).

Highlights of large volume batch origination

We offer a file delivery solution that allows the City to send and receive ACH files using:

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

Our delivery methods leverage the internet and readily available software packages to make transferring files simple and secure without the added cost of proprietary software installation.

VPN (virtual private network) is also a supported file transfer solution.

Key features of transmission processing	
Value dating	Submit regular commercial payments to vendors on the business day prior to the value date, or warehouse for up to 90 days in advance of the value date for direct transmissions
Encryption	After encrypting the file, transmit to the bank for final ACH processing
Data integrity	Benefit from better data integrity and file edit checks to identify potential duplicate files upon receipt of files into our ACH system
Transaction journals	Receive a transaction journal within two hours of receipt of an ACH file initiation transmission, including item count and dollar amount
Redundancy	Be confident in knowing our server is mirrored for disaster recovery
Secure access	Receive a logon and password that gives you access to a “drop box” directory on the server
Push or pull	Initiate the SFTP session to push and pull data files

How to handle large-batch files

We recommend submitting large batch files containing any consumer credits at least two business days prior to the settlement date. We accept future-dated large batch files containing consumer credits. These should be submitted at least two business days prior to the settlement date.

Same-day processing is available

- You can send same day ACH credits and debits
- All ACH credit and debit transactions, except for international transactions (IATs) and transactions above \$1,000,000, are eligible for same-day processing
- All data received after 2:15 p.m. CT (1:15 p.m. CT if prefunded) is ineligible for same-day

File specifications

Please refer to Attachment 18 for file specifications.

Originating ACH with other file types via J.P. Morgan File Transmission Payments

To address the City's need for an **automated payables solution**, we propose using a consolidated disbursement solution. We understand the complexity of making payments can be a genuine challenge. Common hurdles include:

- Employing effective internal risk controls.
- Using appropriate payment types to minimize cost.
- Juggling multiple currencies for payments across the globe.
- Satisfying global regulatory requirements.

Online tools help the City manage your file-based communications and transaction workflow in real time and provides you greater visibility into your transactions.

Streamline operations and **reduce expense** with File Transmission Payments. The City can transfer many of the tasks involved in payment initiation from your operations to the bank.

Benefits of our approach: File Transmission Payments for automated payables	
	Create efficiencies Consolidate payment requests , such as accounts payable and payroll, to enable efficient file transfer
	Save time Simplify the payment and e-collections processes and reduce cost and resources
	Increase visibility View initiation status and individual transactions, and manage file delivery and workflow in real time
	Increase control Perform final approval step before the file is processed
	Boost compatibility Integrate with ERP and TMS systems by leveraging industry-standard formats and standard bank network protocols
	Heighten security Reduce the risk of payment fraud and protect transaction privacy, authenticity, as files are encrypted digitally signed and transmitted through secure channels
	Decrease risk Reduce human error and improve risk control with automated processes

How it works

You begin by establishing a secure connection between your Enterprise Resource Planning (ERP) System or Treasury Management System (TMS) to J.P. Morgan.

Then, you send us a single payment file containing multiple payment types—U.S. ACH, global ACH / local low value, wire, virtual card, check print outsource and FX payments.

Next, File Transmission Payments authenticates the file, validates the content and routes the transactions to the appropriate settlement networks.

File Transmission Payments streamlines the City’s disbursement process



Figure 12

File Transmission Payments offers a full range of file formats and transmission protocols and supports most payment types in J.P. Morgan’s global footprint.

Initiating the disbursement outsourcing process

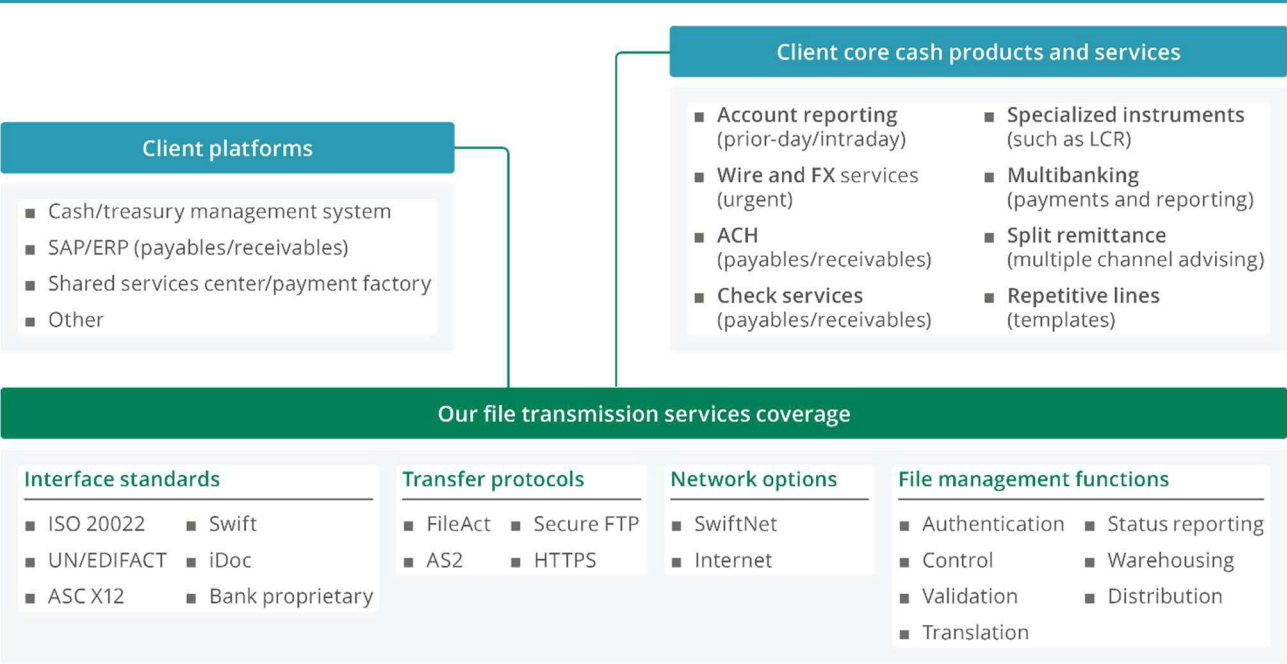


Figure 13

File Transmission Payments employs industry standard file formats, advanced communications and data security interfaces:

- **File formats:**
 - Industry standard file formats – ISO 20022, ANSI X.12 and other industry standards on request
 - ERP-specific file format – SAP IDoc*/XML (*setup available with additional implementation review and costs)
 - J.P. Morgan Proprietary Global Flat File (GFF)
- **Transmission protocols:** SFTP, HTTPS, AS2, SwiftNet FileAct, EBICS
- **Encryption options:** SSH, SSL, x.509, PGP/GPG

File Transmission Payments split remittance or remittance-only services can be combined with standard payment options to deliver remittance detail through secure email. Split remittance and remittance-only services support the delivery of extended data (beyond a payment system's capacity) and remittance information for transactions that require printed notifications.

15. Does the bank allow for rules to be maintained for recurring/expected ACH positive pay items?

ACH Transaction Blocking is a fraud mitigation solution available in J.P. Morgan Access that allows you to add ACH debit and/or ACH credit block setups at the account level.

Additionally, we offer ACH Positive Pay, a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account.

Benefit from the following with ACH Transaction Blocking with ACH Positive Pay:

- Set your blocking criteria
- View six months of ACH debit and credit blocked transactions and items for review history online
- Entitlements for viewing profiles or setup and maintenance
- Security administrators can enable or disable dual control and ACH Positive Pay
- Entitled users have the ability to select multiple ACH Positive Pay exceptions for review and decision prior to transaction posting

ACH blocks and rules can be setup through Payment Control Center.

ACH FRAUD IS ON THE RISE

You decide to “block” or “allow”:

- All ACH transactions
- Specific originators
- By dollar amount

Benefits of our approach to ACH Transaction Blocking with ACH Positive Pay

Configurable security features enhance controls by choosing flexible features to meet your specific business needs



Reduce manual disputes through blocking rules that automate identification and return of unauthorized attempts on your account

Improve fraud mitigation by systematically blocking unauthorized inbound ACH debit and credit transactions instead of manual process



Increased review capabilities with the ability to review blocked transactions 24x7, prior to return or posting being processed

16. Does the bank allow for dual approvals for ACH items?

With comprehensive and configurable user entitlements, limits and approval workflows, we help give you optimal control. Services available accommodate a wide range of security options, including dual control among users and daily or transaction limits.

By separating duties, accounts and approval workflows, you help reduce the risk of fraud or compromised data. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

17. Please provide the bank's upload and decisioning cutoff times for ACH positive pay items.

How our ACH fraud tools work			
Product features	ACH Transaction Blocking	ACH Positive Pay	ACH Transaction Review
Platform	Payment Control Center via J.P. Morgan Access	Payment Control Center via J.P. Morgan Access	Checks via J.P. Morgan Access
Before or after posting	Block transaction before posting	Decision transaction before posting	Review and Decision transaction after posting
How it works	Received ACH debits and credits that match block settings are returned automatically without posting	- Requires the setup of ACH Transaction Blocking rules - Received ACH debits or credits generate alerts - Choose to change the Pending Return or Pay decision applied based on the blocking rule - Simplify block rule maintenance by adding company IDs directly to block rules from decisioned transactions	- Received debits/credits that post to the account the prior banking day are displayed for review based on profile filters - Decide to return/pay day after posting - Return decisions generate an ACH return. Pay decisions will have no impact - Default decision to pay or return automatically applies if a decision is not made by the cutoff time

How our ACH fraud tools work

Product features	ACH Transaction Blocking	ACH Positive Pay	ACH Transaction Review
Decision cutoff	N/A	4:00 p.m. CT for Same Day CTX transactions - All other transactions 8:00 p.m. CT*	4:00 p.m. local account time

18. What is the bank's policy on ACH fraud and liability for loss?

Both the client and J.P. Morgan must comply with and be bound by the operating rules of the National Clearing House Association (Nacha) as in effect from time to time. The Nacha rules contain certain warranties that are made by Originating Depository Financial Institutions (ODFIs) to Receiving Depository Financial Institutions (RDFIs). In accepting and processing ACH transactions for the client, J.P. Morgan is acting as an ODFI. The Nacha rules contemplate that these warranties will be passed back to the originating client, since they relate to matters that are within the purview and control of the originator. The Nacha rules also contain indemnities for breach of those warranties. These indemnities must also be passed back to the originating client.

i. Availability of Funds

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

There is no fee.

j. Wire Transfers

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

There is a fee, please refer to our pro forma pricing in Attachment 14.

Explain the bank's policies and procedures for wire transfers. Include the following:

1. What security measures are in place regarding wire transfers?

At J.P. Morgan, safeguarding the City's accounts against wire transfer fraud is a top priority. Through a combination of robust J.P. Morgan Access security features and flexible administration options, you have the tools and support needed to effectively manage user access and mitigate fraud risks.

Wire fraud prevention

Helping the City prevent wire transfer fraud on your accounts is a high priority for J.P. Morgan. In addition to the J.P. Morgan Access security features, the administration functions and implementation options offer you the ability to choose settings and features that help prevent fraud, including:

- J.P. Morgan Access uses multi-layered security designed to protect your data and transactions
- J.P. Morgan Access automatically prevent a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release
- J.P. Morgan Access provides two-factor authentication via RSA SecurID token technology for those functions that demand an extra level of security
- Portable Security Transaction Protocol (PSTB), a patent-pending technology developed by J.P. Morgan, uses RSA SecurID devices to digitally sign transactions and provide a level of security formerly available only using digital certificates
- The City can set up J.P. Morgan Access with strict controls over user access to functions and accounts, helping to enforce compliance with internal audit requirements while enhancing security; some of the available fraud prevention options include:
 - Enabling IP filtering to restrict access by limiting authorized users' ability to log on from only IP addresses you designate
 - Customizing the payment approval process by creating rules that determine the number and identity of approvers for different types of transactions, including separate approval rules for repetitive templates and free-form wires, as well as the order in which that review must occur
 - Separating duties, accounts and approval workflows, the City can help reduce the risk of fraud or compromised data; your security administrators are the only individuals able to assign users with transaction initiation privileges
 - Limiting each user to a single, designated computer
 - Requiring transaction and daily aggregate limits at the account and user level as a security measure to help reduce losses associated with erroneous or unauthorized transactions
 - Creating templates with payment details to prevent wires from being initiated and executed without prior approval of the recipient bank account numbers and template details

Security administration

Within J.P. Morgan Access, security administrators are assigned by the City to create users and maintain their entitlements.

For swift turnaround and management of user entitlements, the system administration and security environment is maintained by your assigned security administrators. J.P. Morgan is responsible for the creation of all security administrators nominated by the City. A minimum of two security administrators are required, though we recommend three or more to provide continuous coverage and to help reduce the risk of internal fraud.

The role and responsibilities of the security administrator include:

- **Managing user access:** Creating new users and modifying or deleting existing users, including using account groups and user groups to provide a consistent and centralized approach to managing your user functions and profiles
- **Managing security credentials:** Managing users' credentials and entitlements to help prevent unauthorized access to your data and transactions:
 - **User IDs:** Activating or inactivating users
 - **Security Tokens:** Managing the inventory of security tokens, assigning and distributing the tokens to users and assigning or revoking temporary token codes
 - **Other:** Managing additional security elements to help prevent unauthorized access to the online portal, such as restricting user access for certain IP addresses previously defined by the City's security administrators
- **Managing product and account entitlements:** Managing users' access to your accounts and the variety of products available on the online portal
- **Managing transaction limits:** Establishing user transaction limits as applicable
- **Managing security administrators designation:** Working with the authorized signatories to advise J.P. Morgan when revisions are required

Dual security administrators

One security administrator establishes users for accounts, services, such as non-urgent ACH or wire initiation, information reporting and payments, and functions such as transaction initiation, approval, release or reporting. A second security administrator approves the users for the accounts, services and functions established by the first security administrator.

All actions taken on the website are date/time stamped and associated with the user who performed them, providing a complete audit trail. Different reports can be extracted with full information on all entitlements every user has and who modified those users' profiles.

2. Provide a copy of your bank's wire transfer cutoff times.

Payment/receipt processing operates from 8:00 p.m. CT each Sunday through 6:00 p.m. CT each Friday, excluding U.S. Federal holidays. We provide our clients with generous cutoff times to enable same-day execution of their payment instructions by actively participating in the extended CHIPS and Fedwire operating hours.

USD clearing opens on Saturdays at 9:00 p.m. CT for Monday value date processing of book transfers initiated through the weekend and Monday, if also a holiday. Clients will have the ability to process their U.S. dollar book transfer straight through payments during these additional hours; however, repaired payments are delayed until the normal operating hours of the FED and CHIPS.

Timeframes are outlined below (all times are CT). Please note, payments requiring repair have a cutoff time 30 minutes prior to the times stated below. Payment instructions received after these cutoff times are completed on a reasonable-effort basis.

The cutoff times for wire transfers originated via the internet and File Transmission Payments are as follows:

- **Fedwire:** 5:15 p.m. CT
- **Book transfer/internal:** 6:15 p.m. CT
- **Drawdown (via Fedwire):** 4:30 p.m. CT
- **International (USD via CHIPS):** 4:30 p.m. CT

Automatic Standing Transfers have a standard cutoff time of 3:30 p.m. CT.

3. **Are freeform and repetitive wire templates available?**

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

4. **What controls are in place in regards to wire templates, initiation, and authorization?**

We require at least one approver for free-form wires or those initiated via repetitive templates.

J.P. Morgan Access automatically prevents a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release.

At the point of release, the application requires two distinct users are involved in the payment life cycle, which includes the creation, approval and release of the payment initiated. Even if a user has all three entitlements, the user will still not be able to take all three actions on a payment on their own.

Two distinct users are also required in the creation, approval and activation of any underlying template.

Using the administration functions within the Manager menu in J.P. Morgan Access

Customize the payment approval process by creating rules that determine the number and identity of approvers for different types of transactions, including separate approval rules for repetitive templates and free-form wires, as well as the order in which that review must occur. The elements of an approval rule are:

- Payment Type
- Payment Creation Method
- Accounts/Account Groups
- Templates

- Transaction Amount Limit
- Approval Type (Sequential or Non-Sequential)
- Number, Type and Priority of Approvers

Categories enable you to classify users, tying approvals to a group or job function rather than a particular individual.

5. Does the bank allow for dual approvals for wire transfers?

Yes. J.P. Morgan Access allows complete flexibility for the City to designate the rights of each user on the platform. This includes comprehensive and configurable user entitlements, limits and approval workflow to provide optimal control. Services available accommodate a wide range of security options, including **dual control** among users and daily or transaction limits.

You can help reduce the risk of fraud or compromised data by separating duties, accounts and approval workflow. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

Standard security administrator model

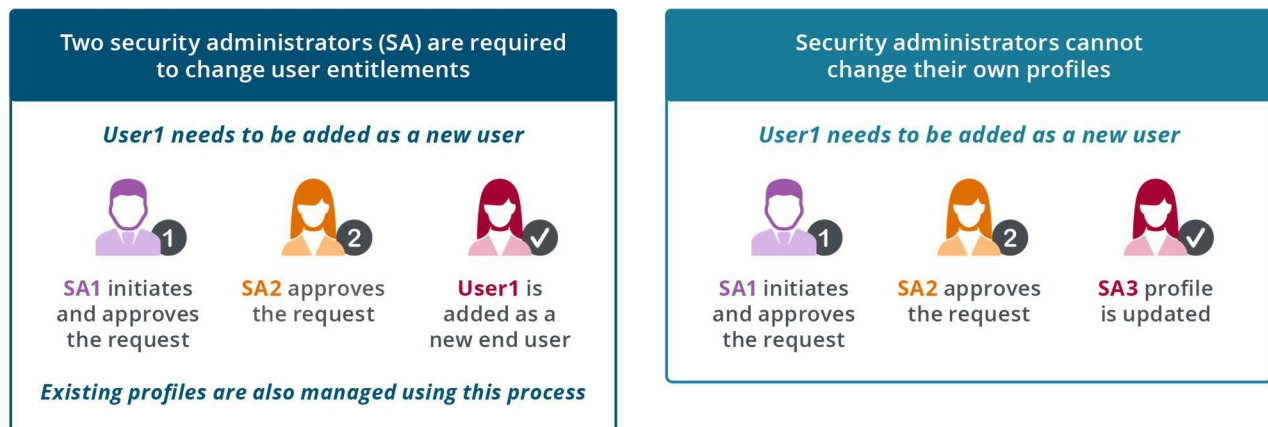


Figure 14

**The City may waive the requirement that a security administrator cannot make a change to their own profile providing a second security administrator approves those changes.*

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

6. What information can we access to determine where the wire is coming from, what it is for, etc.? Is this information available online?

Our online portal provides the following information on incoming and outgoing wire transfers on both a previous-day and current-day basis:

- Dollar amount
- Bank reference number
- Client reference (the City's reference) number
- FED/CHIPS/Swift reference number (including Swift gpil UETR, if available)
- Received from party (incoming)
- By order party (outgoing)
- Paid to party
- Beneficiary and Ultimate Beneficiary information (if available)
- Payment details, if included
- Straight-through or repair indicator
- Date and time of receipt of wire instruction
- Unique location identifier (ULID), if available

Please refer to Attachment 12 for a sample wire detail report.

7. Provide a copy of your bank's wire transfer agreement.

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



Scan for sample account terms and service agreements.

8. Explain the delay between a request for a wire to be sent and the wire being sent. Does your bank delay or hold wire transfers if the wire transfer results in an overdraft?

Our highly automated systems release transactions to the Fed minutes after input. The full wire execution and confirmation process, including release to the Fed, receipt of a Fed reference number and making this reference number available to the City, is completed within minutes of initiation—assuming that adequate balances are available in your account and the payment does not stop for OFAC review.

Fed reference numbers are available in near real time after successful processing in J.P. Morgan Access on reports or from an emailed alert.

J.P. Morgan actively manages our positions within all clearing systems throughout the day. Our goal is to make sure each transaction is processed through the clearing system to expedite the delivery of this payment.

As the largest combined CHIPS and Fedwire participant, J.P. Morgan is well-positioned to efficiently execute your payment flows. We currently process, on average, 850,000+ transactions a day with an aggregate value of \$3.5+ trillion. Through the combination of sophisticated technology, client credit facilities and one of the largest net debit caps in the industry, we are confident we can provide the intraday liquidity necessary to execute your payments promptly.

9. Can wire transfers be submitted ahead of transaction date? If so, how far in advance?

Yes, J.P. Morgan's payment processing system accepts payment instructions up to 365 days prior to value date and warehouses these transactions in our systems until the value date specified. Warehousing is not limited to certain types of transactions. Future dated transactions can be submitted via the online portal.

10. How and when will wire transfers be confirmed as being completed? Does your electronic banking system provide inquiry on status of wire?

J.P. Morgan Transaction Reference Numbers (TRNs) are immediately available upon successful release of your payment instruction. Our online portal provides a convenient way to track the status of your payments online. You can view files, batches and transactions within the system to identify the status of payments transmitted using our online platform. Status fields include the following:

- **Pending Approval:** Awaiting approval of the transaction
- **Partially Approved:** Awaiting multiple approvals of the transaction
- **Pending Release:** Awaiting release to the bank after the transaction has been approved
- **Released:** When the transaction has been released to the bank
- **Delivered:** When the transaction has been approved and released in J.P. Morgan Access and the transaction has been delivered to the appropriate clearing office
- **Rejected by Bank:** When the bank rejects the transaction, please note that the status will continue to remain as delivered for the following transactions: book transfers or drafts from J.P. Morgan U.S. accounts
- **Completed:** When the bank has routed the transaction through the clearing and the clearing has sent an acknowledgement back to the online portal that it is completed
- **Rejected:** When a transaction has been rejected by an authorized user
- **Saved:** Used if the transaction information is not complete and the user wishes to save the transaction as a draft

The online portal allows users to customize page views to identify the status of payments. Transaction history and workflow detail are also available.

k. Overdrafts

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

We charge for the use of end-of-day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs for each day an overdraft occurs. There may also be a fee per occurrence. Offset Interest and overdraft fees are eligible for offset with earnings credit allowance generated through positive investable balances associated with related stand-alone or group billing relationships.

The negative collected balance fee is calculated daily, as follows:

Negative collected balance fee calculation
$\frac{(\text{negative collected balance} \times \text{overdraft rate})}{360 \text{ days}}$

There is also a per occurrence fee for each day an account maintains an EOD negative collected balance.

J.P. Morgan's policy is that collected balances be maintained in the account(s) at all times to cover daily cash disbursements. Credit arrangements or netting/pooling arrangements that may be required would be determined and discussed in advance with the City's relationship manager.

Please refer to the pro forma pricing in Attachment 14 for fees. There is a \$50 fee for overdrafts.

I. Unusual Account Services

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

All value-add pricing will be included in our pro forma pricing in Attachment 14.

m. Statement and Advice Frequency

1. Indicate how your bank differentiates items posted to accounts. For example: wire transfers, ACH transactions, ZBA transfers, checks processed, deposits made, investment transactions.

For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction and detailed transaction description.

Please refer to the sample statement provided in question 2 below for examples of how we differentiate the different types of transactions.

2. Provide a sample account statement.

The account bank statement in PDF format shows each section of the bank statement in a separate section—summary, grouped transactions (e.g., checks paid, electronic withdrawals), and daily ending balance. Totals are displayed at the end of each section for clarity.

Summary section

CHASE
JPMorgan Chase Bank, N.A.
123 Lombard Ave
Houston, TX 12345

January 01, 2014 through January 31, 2014
Account Number: 1234567890

CUSTOMER SERVICE INFORMATION
If you have any questions about your statement, please contact your Customer Service Professional.

000012345 00A 000 123 4567 NNNNNNNNNNNNN 1 00000000 00 0000
ABC COMPANY LTD
83 WEST MADISON ST
ROSEVILLE AR 28293-7
USA



CHECKING SUMMARY

Commercial Checking

	INSTANCES	AMOUNT
Beginning Balance		\$996,907.96
Deposits and Additions	63	653,673.63
Checks Paid	50	- 624,330.88
Electronic Withdrawals	36	- 612,386.72
Ending Balance	149	\$443,863.99

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
01/02	Remote Online Deposit 1234	\$6,657.22
01/02	JPMorgan Access Transfer From Account 12345678901	1,713.85
01/02	JPMorgan Access Transfer From Account 12345678901	242.59
01/03	Remote Online Deposit 1234	5,678.49
01/03	Orig CO Name: XYZ Company LTD-2 Orig ID: 123456789 Desc Date: 123456789 Desc: Payables Sec: PPD Trace#: 0000000012345678 Eed: 140103 ID: Ba08 Ind Name: UVW Company LTD-1 1234567 Tm: 0012345678Tc	9,519.13
01/03	JPMorgan Access Transfer From Account 12345678901	2,150.16
01/06	Remote Online Deposit 1234	61,804.04
01/06	JPMorgan Access Transfer From Account 12345678901	3,871.37
01/06	JPMorgan Access Transfer From Account 12345678901	1,286.93
01/07	Remote Online Deposit 1234	2,040.34
01/07	JPMorgan Access Transfer From Account 12345678901	6,308.36

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Figure 15

Grouped transactions section

January 01, 2014 through January 31, 2014

Account Number: 1234567890

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
01/24	JPMorgan Access Transfer From Account 12345678901	1,794.43
01/24	JPMorgan Access Transfer From Account 12345678901	1,778.38
01/24	JPMorgan Access Transfer From Account 12345678901	1,307.42
01/27	Orig CO Name:XYZ Company LTD-2 Orig ID:0123456789 Desc Date:123456 CO Entry Desc:Payables Sec:PPD Trace#:111000012345678 Eed:123456 Ind ID:0123456 Ind Name:UVW Company LTD-1 1234567 Trn: 00001234567c	9,104.33
01/27	JPMorgan Access Transfer From Account 12345678901	4,974.60
01/28	Remote Online Deposit 1005	63,311.08
01/28	JPMorgan Access Transfer From Account 12345678901	7,803.67
01/28	JPMorgan Access Transfer From Account 12345678901	3,357.24
01/28	JPMorgan Access Transfer From Account 12345678901	3,085.05
01/28	Orig CO Name:XYZ Company LTD-1 Orig ID:1234567890 Desc Date: 123456 CO Entry Desc:Pan Groupxecc:PPD Trace#:000001234567890 Eed:123456 Ind ID:0123456 Ind Name:UVW Company LTD-1 EFT Batch # 1234 Trn: 0123456789c	2,817.07
01/29	Remote Online Deposit 1005	18,829.50
01/30	Remote Online Deposit 1005	30,500.39
01/30	JPMorgan Access Transfer From Account 12345678901	3,024.73
01/30	JPMorgan Access Transfer From Account 12345678901	2,139.51
01/31	Remote Online Deposit 1005	4,653.51
01/31	Orig CO Name:XYZ Company LTD-2 Orig ID:0123456789 Desc Date:123456 CO Entry Desc:Payables Sec:PPD Trace#:111000012345678 Eed:123456 Ind ID:0123456 Ind Name: UVW Company LTD-1 1234567 Trn: 00001234567c	8,950.50
01/31	JPMorgan Access Transfer From Account 12345678901	5,994.28
Total Deposits and Additions		\$683,673.63

CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
1000	01/27	\$874.20	2146	01/13	1,132.64
2127 *	01/06	25.00	2148	01/13	1,087.00
2129 *	01/07	793.12	2149	01/15	238.00
2130	01/03	467.28	2150	01/14	171.00
2134 *	01/07	107,040.22	2151	01/15	50.00
2136	01/09	233.05	2152	01/15	412.00
2133	01/10	381.00	2153	01/15	99,219.65
2137	01/17	2,566.85	2154	01/17	1,795.83
2138	01/10	147.00	2155	01/17	331.500
2139	01/14	874.50	2156	01/22	99.50
2140	01/09	1,486.00	2157	01/22	222.00
2141	01/13	19.00	2158	01/21	112.00
2142	01/10	100.00	2159	01/21	489.29
2143	01/13	381.00	2160	01/22	923.00
2144	01/16	462.62	2161	01/22	616.61
2145	01/09	71,126.16	2162	01/22	20,140.00

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Figure 16

Daily ending balance section

CHASE		January 01, 2014 through January 31, 2014 Account Number: 1234567890	
ELECTRONIC WITHDRAWALS		(continued)	
DATE	DESCRIPTION	AMOUNT	
01/22	Chios Debit Via: XYZ Company LTD-6 A/C: XYZ Company LTD-1 Not Entered Ssn: 0123456 Tm: 0123456789Jo	\$674.20	
01/23	Orig CO Name:XYZ Company LTD-1 Orig ID:0123456789 Desc Date:123456 CO Entry Entry Descr:Web Prints Sec: Web Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:UVW Company LTD-1 123-456-7890 Tm: 0123456789 To	3,510.00	
01/29	Orig CO Name:XYZ Company LTD-3 Orig ID:0123456789 Desc Date:123456 CO Entry Descr:Usataxpytmntsec:CCD Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:UVW Company LTD-1 Tm: 0123456 To	1,037.12	
01/23	Orig CO Name:XYZ Company LTD-3 Orig ID:0123456789 Desc Date:123456 CO Entry Descr:Usataxpytmntsec:CCD Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:UVW Company LTD-1 Tm: 0123456 To	20.59	
01/24	JPMorgan Access Transfer From Account 12345678901	587,154.73	
01/24	Orig CO Name:XYZ Company LTD-1 Orig ID:0123456789 Desc Date:Offset CO Entry Descr:DirectDepos:CCD Trace#:111000012345678 Eed:123456 Ind ID:0123456789 Ind Name:EFT File Name: B68S1 EFT/ACH Created Offset For Origin#:0123456789 CO Eff Date: 1234567 123456 B68S1 Tm: 0123456789To	1,875.99	
01/28	JPMorgan Access Transfer From Account 12345678901	327.43	
01/30	Chios Debit Via: XYZ Company LTD-6 A/C: XYZ Company LTD-1 Not Entered Ssn: 0123456 Tm: 0123456789Jo	3,100.00	
01/30	Orig CO Name:XYZ Company LTD-3 Orig ID:0123456789 Desc Date:123456 CO Entry Descr:Usataxpytmntsec:CCD Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:UVW Company LTD-1 Tm: 0123456 To	903.12	
01/30	Orig CO Name:XYZ Company LTD-3 Orig ID:0123456789 Desc Date:123456 CO Entry Descr:Usataxpytmntsec:CCD Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:UVW Company LTD-1 Tm: 0123456 To	18.59	
01/31	Orig CO Name:XYZ Company LTD-3 Orig ID:0123456789 Desc Date:Offset CO Entry Descr:DirectDepos:CCD Trace#:111000012345678 Eed:123456 Ind ID:012345678901234 Ind Name:EFT File Name: B68S1 EFT/ACH Created Offset For Origin#: 0123456789 CO Eff Date: 1234567 123456 B61R2 Tm: 0123456789To	1,554.94	
Total Electronic Withdrawals		\$612,386.72	
Your service charges, fees and earnings credit have been calculated through account analysis.			
DAILY ENDING BALANCE			
DATE	AMOUNT	DATE	AMOUNT
01/02	\$1,004,824.42	01/17	1,069,620.53
01/03	1,020,137.32	01/21	1,080,953.68
01/06	1,087,074.66	01/22	1,114,792.71
01/07	993,407.90	01/23	1,157,101.99
01/08	1,003,924.81	01/24	453,168.22
01/09	948,077.01	01/27	496,203.43
01/10	965,070.54	01/28	546,230.11
01/13	1,068,568.34	01/29	556,441.46
01/14	1,079,939.13	01/30	430,145.52
01/15	1,009,513.04	01/31	443,883.99
01/16	1,025,322.00		
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Figure 17

3. Can reconciliations be provided?

Yes.

We offer a range of account reconciliation (ARP) services. Yes, all ARP services are optional and designed to enhance reconciliation efficiencies. We offer both full and partial reconciliation and describe below.

Full reconciliation

Receive a reconciliation of outstanding and paid checks, with the option of reconciling accounts by the week, month, fiscal or calendar year in a format tailored to meet your needs.

Provide detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes) for full reconciliation.

Choose how you wish to supply this data, in a file transmission or by upload or manual key entry to J.P. Morgan Access, as needed by the check activity in each account.

With check issued data, we perform a **full reconciliation of activity** in the account, delivering a reconciliation report package via the online portal. The standard full reconciliation package contains an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date.

Partial reconciliation

Receive a detailed listing of checks paid against a disbursement account over a client-defined period of time with partial reconciliation. This service also details certain other categories, such as stopped checks.

Checks are typically listed in check serial number sequence with the amount and date each check was paid. The reports are available via the banking portal.

Reconciliation reporting

View your reconciliation report package on J.P. Morgan Access within five business days from the close of a cutoff cycle. Download reconciliation reports in PDF and daily paid files in TXT format from the Recon Output tab in Access Checks.

Account reconciliation reports

Figure 18

Data Download

Use the Data Download feature of the banking portal to reconcile accounts or perform extensive research on check activity. Data Download allows you to download disbursement transaction detail information in a CSV or QuickBooks format file (QBO).

Transactions available for ARP include outstanding and cancelled check status transactions along with paid, stop payment and return transactions. Non-ARP accounts only have paid, stop payment and return transactions reported.

To meet your reporting needs, determine filters from these options:

- Account number
- Transaction status category
- Date paid
- Effective date

Each request is tracked and delivered in your inbox on the online portal.

With activation of reconciliation service, you incur a monthly maintenance fee on your account analysis statement.

Information reporting

In addition, Controlled Disbursement funding and detail information is available via our File Transmission service and/or from J.P. Morgan Access Cash Reports. These formats provide current and prior day reporting of your Controlled Disbursement balances and transaction activity that posted to the account (i.e., does not include outstanding checks)

- Balance and Transaction Detail reports available online, downloaded to Excel and PDF
- Export files in CSV, BAI2 and QuickBooks (QBO)
- ISO camt.052/.053/.054 and Swift MT942/MT940 formats

Incoming and outgoing files

Manage file delivery per your preference:

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

For validation, receive an automated acknowledgement of your check issuance file transmission within one hour of file receipt, via the internet or transmission. For ARP input file specifications, please see the *ARP Issue File Layout* sample in Attachment 15.

4. Can your bank provide paid item information available for electronic transmission by the City? If so, when would this information be available each statement period?

Yes. We offer paid item images in different media to meet the City's image strategy. Options for paid check images are:

- **Online via J.P. Morgan Access:** Retrieve in seconds, compared with hours or even days for physical retrieval and the quality of the reproduced image is extremely clear (see image example below)
- **Bulk image retrieval via J.P. Morgan Access:** A batch of items is provided in a PDF or ZIP file format
- **Image transmission:** Receive fast, automated image files directly transmitted to your internal check archive for high-volume clients
- **Images via Inbox:** A downloadable file delivered to the State via the Inbox feature of our online portal's Checks module

Online image access

Receive image history inquiry for seven to ten years with our banking portal. Perform an advanced upfront check search functionality that provides you with the status of each check. Your users can perform single and range-based searches by account number, check number and amount, sequence number, paid and issue dates and payee name. The results tell you whether the check is still outstanding, has an active or revoked stop, is canceled (voided), was returned or has paid.

Additionally, batches of images can be requested in an offline request mode for more efficient origination of larger numbers of requests.

Our banking portal is more efficient than paper or CD-ROMs, especially for retrieving information quickly. Check images are **usually available the same day checks are presented**. At a minimum, images of these items are available on a next business day basis. Our browser-based solution allows you to retrieve check images for all applicable accounts without waiting for a CD-ROM to arrive.

Sample check image

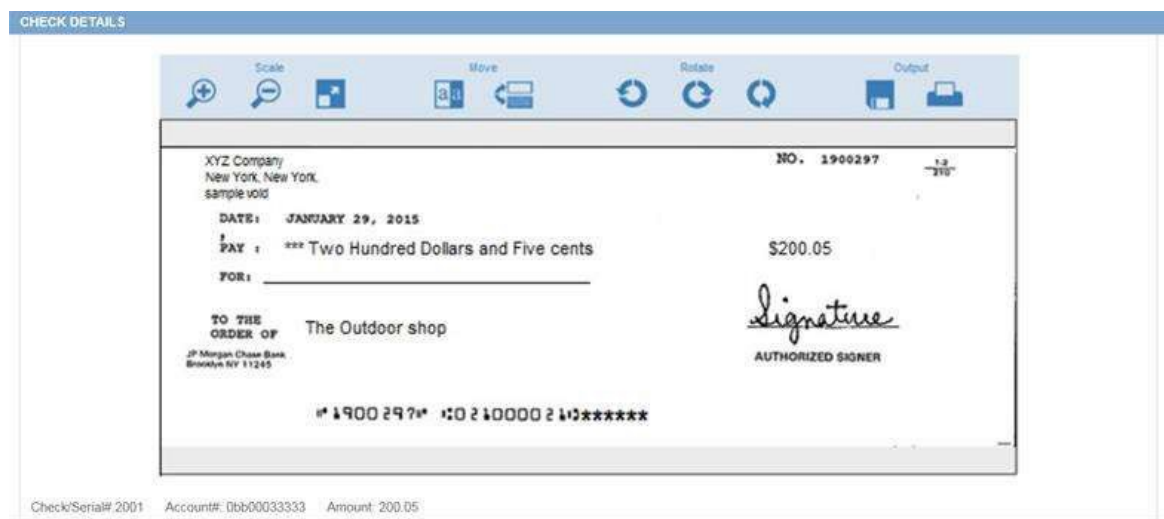


Figure 19

Long-term online check image retrieval

Your authorized users may access paid check images online for accounts with appropriate entitlements and initiate a search using various search fields—account number, check number, paid date, dollar value, payee name or customized fields, such as general ledger number or vendor number.

Our portal displays search results online where users select an individual item and view the corresponding image. Images are stored and available for online retrieval for a standard period of 7 years, with the option of extending to 10 years.

Bulk image retrieval

The Check Inquiry module of our online portal offers a batch-entry function that allows you to individually add a batch of items that you would like to view, in either a PDF or a ZIP file format. Each batch is limited to 50 items. Validations are performed to verify the image exists in the bank’s image archive. If no image exists, the line will include a red circle with a slash through it, along with a message. The file is then routed to the bank, and each user within the company who has access to any of the accounts in the file will be able to access the results in their corresponding Inbox.

The ZIP option will provide you with individual TIFF files (separate files for the front and back of the image), and the PDF option will provide you with one PDF document for all of the images. Both options will send the file to your Inbox. Delivery times depend on the volume requested (up to 50 at a time)—most are fulfilled within an hour, but large requests may take up to 24 hours.

Image Retrieval – Batch Entry

J.P. Morgan ACCESS®

Sandra Billingshurst [GMT +6:00] | Mobile Setup | Data Reference | Tools | Support & Community | Log Off

Search by amount, account, beneficiary and more

Alerts 8

HOME | PAYMENTS | FX | LOANS | REPORTS | STATEMENTS | CHECKS

Home | Inquiry | Stops | Photos | Data Download | Recon Input | Check Print | Recon Output | Pos Pay | Rev PosPay | ACH Filter | Approvals | Reports

IMAGE RETRIEVAL - BATCH ENTRY

Inbox

Account * 98bb45678-NonClient Client Access PVT IV

Posted Year 16 15 14 13 12 11 10 09 Custom

Posted From * 01/01/2016

Posted To 01/11/2016

Check/Serial Number**

Amount***

Sequence Number**

Add Clear

NOTE Each Bulk Image Retrieval request is limited to 50 items. To request more items, please submit in multiple batches. PDFs & Zip Files are generated in batch. Please allow approximately 15 minutes for compilation and additional time if numerous items are older than 180 days.

Request Type

Separate Images [ZIP]

Print All [PDF]

Submit Print

#	Account	Check/Serial#	Sequence Number	Amount	Posted Date	Alternative Action

Figure 20

Image transmission

We can provide image files **daily, weekly or monthly**. An index is also provided with the tiff images. There is no specific image viewing software required to view the images. Please see the image file specifications provided in Attachment 16, Check Image Transmission Format guide.

Images via Inbox

As a replacement for CD-ROMs, the City uses the Images via Inbox feature from the J.P. Morgan Access Checks home page to download check images. Images are provided through the “Inbox” feature where a

compressed file of images is automatically downloaded. A file can contain up to approximately 20,000 images.

As part of the download file, the check number is included in the file name—making it easier to search for specific checks. Use Windows Search to locate checks within the folder using the parameters in the file name (e.g., check number). Check images are provided in TIFF format (front and back).

We can provide image files **daily, weekly or monthly**.

5. How long are online statements available?

Statements are maintained online for up to 7 years.

n. Miscellaneous Services

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

We don't have a fee for miscellaneous services.

o. Monthly Account Analysis and Billing

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

All service and product fees will be itemized on the analysis statement. Any necessary corrections will be communicated to the City prior to making adjustments.

p. Armored Car Service

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

J.P. Morgan doesn't provide ground-based courier services for the pick up and delivery of domestic paper check or cash deposits.

We don't endorse any specific third-party couriers. However, based upon the processing site, we provide details of the existing couriers in those markets. This information is available prior to implementation of deposit activity.

We offer Vendor Payment Arrangements (VPA), allowing courier fees to be reflected on your analysis statement and offset by your earnings credit rate (ECR).

q. Lockbox

1. Please provide the name, title, location address, and telephone number of the principal contact and backup contact for this service.

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Jamie Petersen	Client Success Officer	4201 Congress St, Floor 2 Charlotte, NC 28209	(213) 553-7423
Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

2. Please describe the availability of online account information regarding lock box processing. Are digital images of stubs and checks processed available online? What is the time frame required from payment pickup to availability of information online?

Receivables Online (RO) is a digital receivables management platform and account reconciliation solution accessed through J.P. Morgan Access®. It combines advanced image and data capture technology to deliver a consolidated view of current-day and long-term remittance data.

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

In addition to having access to view receivables information online, you can also establish file integration with your system of record to import data for cash application and reconciliation reporting.

Online features

Receivables Online has a streamlined, intuitive design that simplifies capturing, viewing and managing receivables transactions. All transactions are displayed in single, nearly full-sized screens with more information making it easier to filter a list, view transactions or take action on an item.

Flexible queries: A **robust search engine** lets the City quickly retrieve what you need. Transaction search criteria include bank transaction identifiers, payment data, supplemental invoice fields captured from your remittance documents, and workflow status and notation fields that you have previously assigned. Some typical queries let you retrieve:

- A single transaction with a specific check number or check amount
- A single transaction containing a specific invoice number

- All transactions for a given remitter name for the past month
- All items which you have previously flagged as cash application exceptions

Transaction level queries display images of checks and related remittance documents—plus any workflow status or notations added by you or your staff.

Same-day viewing: Lockbox images are viewable on Receivables Online following your first deposit time. Additional items become available as each transaction is completed throughout the day. The number and timing of incremental deliveries may vary based on your processing requirements and volume. For most lockboxes, batches are delivered **within 30 minutes** after processing is completed. Deliveries occur at subsequent deposit times if the City has any special lockbox grouping or batch requirements.

Fast retrieval: Images and data are retained using online storage that provides **instantaneous retrieval** for any user with a high-speed internet connection. The City can elect either long-term (10 year) and/or short-term (45 days, with options to extend) storage of lockbox items on J.P. Morgan's Receivables Online browser. Standard service includes 45 days of online storage.

Easy image viewing: The RO Image Viewer is accessible from various Receivables Online transaction screens. The Image Viewer displays payment-related images such as a check, coupon, invoice, postal envelope or other packaging material. The Image Viewer presents images in a single-page format with thumbnails for easy navigation through multiple images.

It allows you to:

- Quickly view multiple check and/or document images for a transaction.
- Print an entire transaction with one request.
- Download an entire transaction, and print and/or save it to a file that can be attached to an email message.
- Activate the Image viewer from the Transaction History list screen to view and/or export several transactions at once.
- The Image Viewer also includes a thumbnail feature. The Image Viewer toolbar allows you to navigate between transaction images, adjust the magnification settings and page orientation, as well as print and save image. Document images may be viewed in black and white or in color, depending on how your account is configured on the Bank's capture platform. All images may be downloaded and saved to your PC's file system.

You can save or print selected images from the Image Viewer. From the Save or Print window that displays, you can select specific images or all the images to save or print. When saving images, you can select from PDF or TIFF format.

Workflow management: Receivables Online provides the City staff with a manual workflow tool that allows

Image retention solutions

Our standard service allows **45 days** of historical, online access to images in Receivables Online. The City also may need longer record retention for customer service and audit purposes. Receivables Online offers these **optional storage features** to accommodate those needs:

- **Extended high-speed storage:** The City can access up to 12 additional months of images within seconds because they are stored online. This option may be added to your service even if you also use the long-term archive.
- **Long-term archive:** Your archived transactions are readily available when you need them if you subscribe to our long-term archive solution. This optional service **safeguards** your important business data and images for a **10-year period** in dual, secure locations. Because you use the same Receivables Online user interface that you use for accessing your current activity, your remote users do not need to call a central location.

Reports

Online reports: Receivables Online provides lockbox information in formatted reports to facilitate the City's daily balancing and cash application and to help you analyze patterns and trends. These dynamically generated reports may be viewed online or in CSV (spreadsheet compatible) format. Your users can request all reports for a single lockbox or for all of your lockboxes. If you subscribe to the Transmission Reporting service, electronic payment data may also be included.

Several reports are included in the Receivables Online standard service. Additional reports are included with some select service offerings as noted. All reports include a time and date stamp determined by the global time zone that is designated by each user on the My Settings page in Receivables Online.

Receivables Online reports			
Report name	Description	Usage	Conditions
Standard reports			
Activity Summary	Summarizes transaction deposit totals by value date (one to 31 days) and may be counted by a unique reference field. You also may include user-defined search parameters, such as program, channel, method and currency.	Balance lockbox totals to bank deposit reports and/or accounts receivable	Standard offering

Receivables Online reports

Report name	Description	Usage	Conditions
Capture Summary	This report summarizes transactions for a single captured date or a captured date range (up to 31 days) and may be grouped/sorted by operator or program. You also may include user-defined search parameters, such as Program, Status, Operator and Capture Device.	This report is included in Remote Deposit Capture (RDC) or Remote Lockbox Capture (RLC) programs	Included in RDC or RLC Program offerings
Transaction Summary	This report summarizes transaction totals by value date (one to 31 days) and may be grouped/sorted by batch, value date and group. You also may include user-defined search parameters, such as program, channel, method, payment disposition and currency.	Cash application	Standard offering
Payment Detail	The report provides transaction details by value date (one to 31 days) and may be sorted/grouped by program, entity or batch. You may also include user-defined search parameters, such as program, channel, method and currency.	Cash application	Standard offering
Assigned-to Summary	This report summarizes workflow assignments by value date (one to 31 days). You also may include user-defined search parameters, such as assigned to, status and currency.	Monitor completion of cash application or exception review assignments	Standard offering

Optional reports

Extended Detail	List of payments received in one or all lockboxes for a single credit date. Payment data may be sorted two ways: by processing date and lockbox number or by remitter name. You can specify subtotal by lockbox or batch. Includes 1 to 9,999 lines of reference (invoice) details per payment. Reference lines include up to four additional invoice-related fields.	Cash application	Optional report; additional reporting fee applies.

Receivables Online reports

Report name	Description	Usage	Conditions
Custom Report	The template(s) may be made public for all entitled Receivables Online users or may be kept private.	The report provides the flexibility to create customized template(s) with subscribed payment and invoice information, as well as running the template to create reports ad-hoc	Optional report; additional reporting fee applies.
CSV+ Detail	The report provides transaction details for a single date. You also may include user-defined search parameters, such as program, channel, method and currency. The report may be formatted to repeat information on each row, if desired. The Repeat option allows users to view the line-item breakdown for multiple items covered by a single payment.	Cash application or import to an external application for further analysis or reporting	Optional report; additional reporting fee applies.
Return Item Summary Report	You can view return items and totals by Disposition Indicator and/or by Return Reason for a single date or for a specified range of 1 to 31 Return Dates. The report summarizes return item totals for customers who want to better understand the impact of returns on cash flow and accounts receivable. It allows you to identify trends at a client level.	Unassociated Returns that are not linked to their original transaction can be viewed on the Return Item Summary report; this report includes both Reassociated and Unassociated returns, depending on the report selection criteria entered.	Return Item Summary Report is included with return item summary service
Associated Payments Report	This report provides users with a consolidated list of payments and their associated remittance advice emails. This report is available for export in CSV format.	Cash application	Associated Payments Report is included with the Remittance Association Service

Downloadable reports: Receivables Online provides for delivery of reports produced by other systems and containing data not provided via the online dynamic reporting tool. These optional reports include Lockbox Deposit Advices, Electronic Payment Detail Reports and our Custom Report.

Optional services

Transmission Reporting: If some of The City's customers pay you electronically, you may elect to have ACH and wire payments presented via Receivables Online. No images are associated with these

transactions, but payment data and selected invoice information are provided. Transactions are assigned to an “electronic lockbox” and can be included in any query or report. Separate Electronic Payment Detail Reports can also be included with this service. Transmission Reporting is available only for electronic payments received into a U.S. account.

For ACH payments in CTX or CCD+ format, we map seventeen standard ANSI X12 820 fields into the Receivables Online database (e.g., invoice number, invoice amount, discount amount, government contract number). For reference, you will have access to a complete list of data elements from the Receivables Online FAQ. For wire payments, payment transaction level information is available for reporting purposes, including remitter, originating bank RTN, originating bank account number, date, transaction dollar amount, payee and the free-form payment reference field.

For lockbox transactions, images of checks and remittance documents provide the full remittance details needed for cash application and exception resolution. Receivables Online provides the equivalent detail for ACH and wire payments in the form of an Electronic Payment Detail Report that is available as a downloadable report. The report provides details for multiple electronic payments for a single date. The report is purged from Receivables Online after 14 calendar days; it is not included in the long-term archive.

ACH and wire data files are delivered to the Receivables Online repository on a scheduled basis. Payments processed after the final feed are reported with the next day’s work. Detail reports are delivered after 9:00 p.m. CT. This service is available for additional fees from both Receivables Online and the electronic payment systems. Receivables Online Transmission Reporting requires information reporting via direct transmission with client connectivity.

A separate lockbox service allows ACH and wire payments to be included in the daily lockbox transmission. Note that if The City chooses to receive electronic payments via both Receivables Online and transmission, the same payment types must be included in both. For example, if you have ACH and wire transactions viewable on Receivables Online, you could not have only ACH transactions included on your transmission.

Check returns: The Receivables Online check return service provides timely notification of return activity so the City can follow up promptly with delinquent customers and correct your accounting records. Both redeposited items and final returns are available on the business day following a return item’s processing date. Further, for all final returns, the original item is updated to indicate that the item was returned. This information is available for the life of the transaction, including long-term storage.

Automatic notifications (alerts): Receivables Online can be set up to send the City timely notification of important events, such as payment receipt, returned checks, rejected remotely captured items and newly created remittance advices. The system scans all new transactions and sends the matched items to your Receivables Online Alert inbox based on your pre-established criteria. In addition, you can elect to receive an email notification and/or designate other registered users to receive a copy of the notification. Clicking a link in the email provides the City with immediate access to the related transactions upon successful log on. Alerts can be designated as one-time or recurring.

Scenarios where you may want to use a notification include:

- The City places a credit hold on new shipments to a customer but wants to release the goods as soon as payment is received. A one-time payment alert could be used to notify you and the shipping department that the expected payment amount from a specific remitter has been received.
- You may want to receive notification of exceptionally large payments to optimize cash flow. A recurring payment alert could be used to notify you any time a payment over a specific dollar threshold is received.

- You need timely notification of check returns to follow up promptly with remitters. If you subscribe to the check return service, you can set up a recurring return notification alert for all returns with a disposition of “chargeback.”

The alert feature is an optional service and a fee may be assessed for each payment flagged by an alert. Up to twenty alerts can be created by each authorized user.

File download facility: Our lockbox can deliver the City’s data and/or image transmission, determined at implementation, through:

- Transmission methods supported:
 - Managed File Transfer System (MFTS)
 - Secure File Transfer Protocol (SFTP)
- The Receivables Online file download service that allows for a human-initiated download that uses the same web browser and internet security protocol you use for image viewing.

The City’s transmission is delivered to the Receivables Online repository at a scheduled time each day. You simply download the file from the Receivables Online portal and store the file on your local network for subsequent import to your accounts receivable system or image repository. Files are retained on the system for 14 days and then automatically purged.

We recommend our host-to-host file transmission option for delivery of files larger than five megabytes. This limit generally restricts the use of the download service to data files only.

An item removed from a USPS mail pick-up site and delivered to a lockbox location by 12:00 p.m. local time on a banking day is eligible for same day deposit if it is both delivered to the lockbox facility by the noon cutoff time and available for processing on such day. USPS mail pick-up times vary by location, and the last mail pick-up for delivery to the lockbox facilities for same day processing is 10:30 a.m. local time. Mail picked up after that time may not be processed until the next banking day. To determine whether an item is available for processing several factors will be taken into consideration, including any client directed instructions and special handling requirements. Any courier or messenger package delivered to domestic lockbox sites by 12:00 p.m. local time, will be deposited for same-day ledger credit, assuming you have no conflicting deposit or information reporting deadlines.

3. **Where is the P.O. Box located that will receive utility payments?**

Payments will be received at our **Chicago** lockbox site, which is located in the Chicago main post office.

4. **Please discuss your bank’s suggestions for transitioning from the City’s P.O. Boxes to the new P.O. Boxes.**

Due to the City’s high check volume for lockbox, we would recommend the City utilize caller boxes through the USPS. We need to better understand if the City of Joliet owns their existing USPS P.O. boxes. If the City owns their existing USPS P.O. boxes then we would need to confirm the existing USPS location to make sure it is an approved USPS location where J.P. Morgan can pick up mail. If yes, then the City would work with the USPS to update the existing instructions to allow J.P. Morgan to pick up mail. If no, then the City would have to open new USPS P.O. boxes within an approved USPS location so that J.P. Morgan can pick up the mail.

5. Discuss your bank's ability to meet the City's future service needs.

J.P. Morgan has a product management team with extensive experience in the development of new services. The technical support team works closely with this product group to incorporate technological advances into new services. We actively solicit client feedback via roundtable sessions and other events, and then use the results to hone future enhancements and related product offerings.

At J.P. Morgan, we realize that successful new product development must closely align with the workflow and accounts receivable requirements of our clients to help them achieve their operational and financial goals. To support this vision, J.P. Morgan continues to upgrade and standardize our transaction processing technology across six processing sites in the U.S. and one in Canada. The core of the investment is J.P. Morgan's web-based infrastructure that captures, retains and presents images and information to the City and your trading partners. We gather this information from a number of our paper and electronic payment transaction platforms. Expected and current results involve:

- Faster throughput resulting from Courtesy Amount Read (CAR) and Legal Amount Read (LAR) technology, and Acceptable Payee Matching (APM)
- National processing locations networked to a central hub to facilitate image and data consolidation from multiple locations
- Capture of check and document images in remote locations (including client sites) for centralized processing of data and deposits in a paperless environment
- Facility to logically sort transactions, replacing manual paper sorts, to present transactions to the City in a manner that best suits your workflows
- Ability to process scannable/wholesale items and correspondence within the same lockbox

The resulting innovative web-based image presentment product:

- Enhances client service and research processes by allowing the City to enhance images and share internally or with trading partners.
- Transmission Reporting capabilities include the optional integration of credit card, debit card and/or electronic check transactions.
- Enables data enrichment for the City, given the changing landscape of receivables where checks are not the only payment type and invoice information is not reliably provided with the payment.
- Offers our Entity Management service to associate remitter information for incoming receivables using payment MICR line information.
- Reports check return service with Receivables Online to provide timely notification of return activity for U.S. lockboxes, allowing the City to follow up promptly with delinquent customers and update your accounting records.
- Includes reporting capability that allows the City to make decisions on accepting or rejecting payments using our Decision Manager feature. Decisions can be made for up to five days after receipt.
- Provides a global toolset to view and manage receivables payments from across the world.

New services and features

While we do not make specifics of our investment initiatives public, J.P. Morgan continues to actively invest in our lockbox and receivables data repository systems. These investments include technology upgrades in the form of:

- New hardware and equipment
- Software to run the lockbox process
- Middleware to support the receivables data repository
- Product development to facilitate cash posting and reduce your accounts receivable days outstanding

6. **Does your bank accept credit card payment along with check payment for lock box payments? Please detail the information requirements and associated costs with accepting credit card transactions.**

J.P. Morgan can accept credit card payments at our lockbox sites and include the information in the City's daily transmission. Credit cards will be processed by J.P. Morgan's payment processing and merchant acquiring business. Our proprietary platforms enable integrated solutions for all payment types, including credit, debit, prepaid stored value and electronic check processing; as well as digital, alternative and mobile payment options. We have combined proven payment technology with a long legacy of client advocacy to create quantifiable value for businesses like yours.

More information about Merchant Services is available at <https://www.jpmorgan.com/country/US/en/merchant-services>.

Upon understanding the card processing details, such as dollar volume and transaction information, J.P. Morgan will provide you a proposal for merchant processing services that may handle required methods of payment for your transactions. While you will have a separate agreement with Paymentech, LLC for merchant services, you will be secure in knowing that your total solution is being delivered under the J.P. Morgan umbrella.

Your remitters mail your coupon/remittance document with their credit card number, expiration date and type of credit card to the lockbox. A lockbox associate logs on to our system, using the merchant ID that has been established for the City.

Using our web-based interface, we enter each transaction for authorization. The system responds with authorization approvals/declines. Payments are imaged for presentation to you on as completed transactions within the Receivables Online image browser application or for inclusion on your image transmission.

We will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; however, we will not place phone calls for authorization of referrals or process credit transactions. The bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback.

If you would like credit card remittances included on your daily lockbox transmission, the transaction status report and images of the credit card payment coupons/remittance documents are routed to another lockbox associate for data capture.

Credit card transactions are keyed into a no-check batch (check amount is shown as \$0.00; credit card payment information is placed in mutually defined and agreed-upon fields). We can capture the same information as for check payments (for example, invoice number and net invoice amount and potentially other fields for credit card payments (for example, last four digits of the credit card number).

If a check and credit card authorization are received together (e.g., a split payment – part paid by check and part paid by credit card) the transaction will be rejected and forwarded to the client unprocessed.

7. Please include examples of reports that would be available to the City.

Please refer to Attachment 17 for sample Receivables Online reports.

r. Credit Cards

1. Please provide the name, title, location address, and telephone number of the principal contact and backup contact for this service.

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Maleek Thomas	Relationship Manager	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-5333
Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

2. Does your bank provide credit card service? What payment types can your bank currently process?

Yes, J.P. Morgan is proud to offer a comprehensive suite of commerce and electronic bill payment and presentment solutions designed to empower the City of Joliet with seamless, secure, and personalized payment experiences. Our solutions combine the scale and reliability of the world's largest bank with the ingenuity and agility of a fintech, enabling the City to efficiently manage constituent billing and payment processes while providing a frictionless experience for your residents. We are crafted to align with the City of Joliet's objectives of enhancing electronic payment capabilities through a robust ecosystem. This ecosystem allows us to be able to provide specified pricing based on the solution the agency selects and ranges from simple payment processing to fully hosted solution. We aim to streamline card and e-payment transactions, simplify complexities and deliver seamless integration and user experience across various departments.

From the initial contract award phase to post-initial and ongoing operations, our next-gen suite of commerce solutions is tailored to meet the diverse needs of a city like Joliet. Our fully-hosted, single-vendor digital bill payment solution eases the burdens, pitfalls, and fees associated with coordinating various systems.

Our strategy focuses on integrating multiple departments, addressing a variety of payment channels, methods, and applications, and facilitating seamless integration with both internal and third-party systems (Access to over 450 certified third-party solutions).

We provide extensive product capabilities to meet diverse needs, offering expertise across all phases of the electronic payment value chain and delivering program management experience for complex, large-scale projects.

Digital Bill Payment

Relationship with Paymentus

Your constituents expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to provide a market-leading, paperless electronic bill presentment and payment solution that enables you to offer your customers a seamless and fast payment experience. Paymentus provides an innovative payments solution and J.P. Morgan, as one of the largest wholly owned U.S. providers based on payment card volume according to Nilson (1), provides you the confidence of quick and correct transaction processing and **security of your data**.

We provide a single, integrated solution for web, mobile, interactive voice response (IVR) and in-person payments. Your constituents can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with:

- eCheck
- Credit or debit card
- Digital wallets
- In-person cash payments

Control the entire life cycle of your constituent's payments. The solution also helps you:

- Improve reconciliation by streamlining a paper-intensive process
- Improve cash flow by reducing paper float
- Expedite collections when you migrate your constituents to electronic payments

As a fully hosted, single-vendor solution, Digital Bill Payment eases the burdens, pitfalls and fees that come with coordinating various systems. Our solution helps you better manage your billing and payment process. With one connection and one integration, you get access to a broad spectrum of services and capabilities. **You choose** when and how you enable them—whether it's today or down the line as your needs change.

(1) Nilson Report (2023)

Electronic credit card processing solutions

While legacy providers focus on stabilizing solutions built on multiple code bases, we're innovating and advancing our unified solution with:

- More payment methods
- More touchpoints for interaction
- More intuitive experiences

Digital Bill Payment modernizes capabilities and improves reliability, security and productivity.

Multi-channel enables your constituents to interact with you through several touchpoints, but each interaction is distinct and different. Our omni-channel approach provides consistent, contextual experiences with a 360-degree view across all touchpoints. It removes the distinctions among channels to create a single customer view with personalized interactions and messaging at the right time.

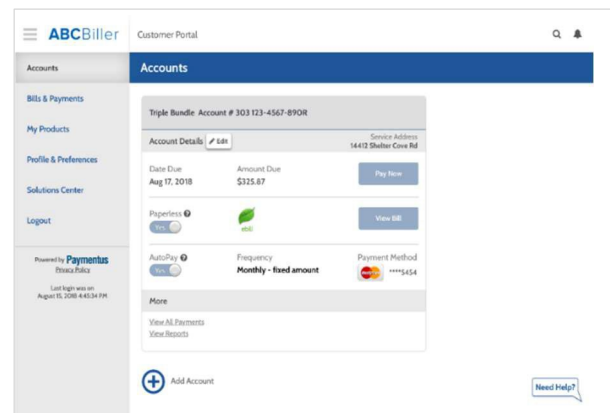
Below, we've included a brief overview of the extensive capabilities designed to help you achieve an optimal customer engagement level. You choose the features, functionality and onboarding approach that supports your specific digital billing and payment needs today and as they evolve over time.

Online payments and integration options

The Digital Bill Payment solution offers multiple integration options. They include fully hosted user interfaces (UI)s to a client-hosted solution using a tokenized payment application programming interface (API). The Digital Bill Payment solution supports single sign-on and provides many programming integration requirements with your systems and website.

For the hosted UI, our solution offers distinctive flexibility that leverages your style sheets, allowing you to choose:

- Logos
- Fonts
- Interstitials
- Banners,
- Specialized fields and more



The online channel is easy to navigate and simple to understand with automated technologies to help minimize user errors and enhance security and privacy. We designed the UI with significant configurability to meet clients' specific needs for branding, specialized fields, layout and flow that integrate seamlessly with your existing online presence, CIS and other back-end systems. All aspects of the service are also available via API, page-level integration or modal.

Pay now (unregistered): This user experience doesn't require registration or a logon and provides a way for your constituents to make a one-time payment quickly and easily.

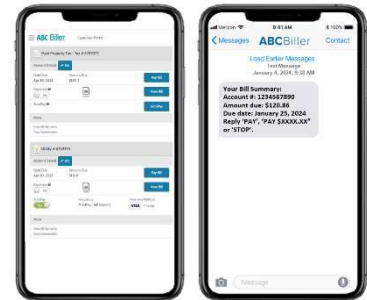
Customer portal (registered): The enrolled customer experience (single sign-on, if desired) provides robust billing, payment and user-preference functionality through a highly secure, self-service portal. The navigation bar on the left of the page helps constituents find the content and options they're looking for quickly and easily.

Mobile payments

Our solution delivers greater convenience for busy, on-the-go customers. We have multiple options to confirm the solution aligns with your business strategy.

Mobile web: The responsive design optimizes the web experience for smartphones and tablets, providing an ideal viewing experience with minimal resizing, panning and scrolling.

Pay-by-text: This service allows your constituents to opt-in to receive a text message with their current balance and due date. Constituents can respond "Pay" to instantly pay their bill.



AutoPay/recurring payments

With AutoPay, your constituents can set up worry-free, automatic recurring payments, choosing the frequency and method of payment from the options you provide. The service includes enrollment management, notification preferences, schedules, payment methods and more. Additionally, you can give your staff permission and related entitlements to set up AutoPay on behalf of a constituent.

Most important, the PCI-certified Digital Bill Payment solution helps make sure that payment methods are never captured or stored in the City's systems.

IVR payments

The solution provides a fully interactive voice response (IVR) payment channel with customized greetings and configurable flows, supporting English and Spanish. Constituents can transfer to a customer service representative if needed.

Paymentus owns this IVR technology, achieving an industry-leading success rate of over 90 percent for processed payments.

Secure Service®

Secure Service® is a patented technology for phone-based payments. It removes the significant risks and non-compliance issues associated with live phone payments and captures payment details securely in a Paymentus-hosted environment. This way, your customer service representatives (CSRs), processes and systems are completely removed from PCI exposure.

When it's time for the constituent to provide payment details, the CSR accesses the secure environment, and information carries over with no need to re-authenticate. Secure Service also allows the CSR to send the customer a text message with a unique link that gives them the ability to make the payment from their mobile phone. As the constituent enters payment details, the CSR is able to monitor progress to verify a successful payment.

Chat bot

We built a conversational bot that eases the burden of addressing common requests because billing and account inquiries are a daily function of customer service departments. Customers communicate with the bot:

- To get answers to questions
- Receive account balances
- Make a payment
- Schedule a payment
- Connect to live help.

Chat bot leverages our patented Secure Service® technology to offer full support while shielding your organization and staff from sensitive pay account information during the payment process.

eBill Presentment

We offer a flexible approach, allowing the City to construct the eBill solution that meets your business needs and engagement strategies. Whether you host the user interface (UI) or take advantage of our user-friendly interfaces and notification tools, this solution helps you maximize paperless adoption while lowering your cost of bill delivery and payment collection.

Online presentment: Our responsive design optimizes the web experience for PCs, laptops, smartphones and tablets and with a hosted UI. Your constituents have a consistent experience each time on any device. When a new bill is available, the solution sends an email notification to the constituent with a link to view and pay the bill securely on the website.

Secure PDF: Your constituents receive a password-protected PDF of their eBill via email that displays the account number, amount due, due date, masked payment method and the field where they can enter the amount and make a payment—all within the secure PDF attachment, eliminating the need to visit a web portal.

In-person payments

Point-of-sale devices: For over-the-counter payments, the Digital Bill Payment solution supports electronic devices that populate card information automatically into the Agent Dashboard. This fully encrypted process allows you to move progressively away from handling and exposing staff to sensitive credit card information. The customer service agent only enters the payment amount and constituent account number.

The Digital Bill Payment solution offers a simple, single interface model for quick, seamless and secure payments. This differs from what the legacy providers offers: a cumbersome, over-the-counter payment experience that switches between a virtual terminal and the billing system.

Kiosks: Kiosks make it convenient for your constituents to pay in the lobby or other self-service venues, versus at the counter—saving valuable time for your staff and eliminating exposure to PCI data. A few simple prompts guide constituents through the payment process. Once processed, they receive a confirmation.

Kiosks can be set up to accept direct entry of card numbers or equipped with card reader devices for fully encrypted payment acceptance. They can be connected to the internet through a channel that doesn't transmit data over the City's network.

Retail locations: Having the option to make in-person cash payments is essential for many of your customers. We help you reach these customers through our network of conveniently located retail stores your constituents already visit, all with real-time visibility to payments and without the need for separate integrations.

- **Walmart Bill Pay:** Through a partnership with Walmart, we offer in-store bill pay via cash and debit cards at 4,600 stores. Because 90 percent of Americans live within 10 miles of a Walmart, it's one of the most accessible options for customers. Customers simply provide their account number and the payments are posted in real time just as they are with self-service channels.
- **Scan-To-Pay:** We also offer bill payment at nearly 90,000 additional retailers nationwide including a long list of current and growing retail payment locations, including Walgreens, CVS and more. Underbanked and cash-preferred customers can pay their bills in cash with a simple barcode scanner at popular retail locations. Customers select the cash option on web or mobile, then choose the retailer and select how they receive the barcode (text, email or print). When the customer arrives at the retail location, the cashier scans their barcode, accepts their cash and the payment is instantly deposited.

Merchant Services

J.P. Morgan supports the following payment methods:

Card Present

- **Credit/Debit Cards:** Mastercard, American Express, Discover, JCB, UnionPay, Visa (including U.S. Debit, Electron, Interlink, Maestro)
- **Mobile Payments (Wallets):** Apple Pay, Google Pay, Samsung Pay
- **International Cards:** JCB (via Discover in the U.S. and American Express in Canada), UnionPay
- **Alternative Payment Methods:** STAR Signature Debit
- **Gift Cards:** SVS, Givex

We also support contactless payments, QuickChip for contact transactions, and various card verification methods.

Card Not Present

- **Credit/PINless Debit Cards:** Mastercard, American Express, Discover, JCB, UnionPay, Visa (including U.S. Debit, Electron, Interlink, Maestro)
- **Mobile Payments (Wallets):** Paze, Apple Pay, Google Pay, Samsung Pay
- **International Cards:** JCB (via Discover in the U.S. and American Express in Canada), UnionPay?
- **PazeSM:** Paze is a digital wallet provided by Early Warning Services LLC in partnership with some of the largest banks in the U.S., such as J.P. Morgan, Bank of America, Wells Fargo, U.S. Bank, PNC Bank, Capital One, and Truist – and the bank consortium is set to grow further. Paze provides a frictionless payment experience by consolidating consumers' eligible credit and debit cards from all of the participating financial institutions into one wallet, eliminating manual entry and simplifying the consumers' checkout experience to just a few clicks. Paze opens up the potential for greater distribution and scale, higher sales conversion, and lower cart abandonment rates for merchants.
- **Real-time Payments (RTP):** J.P. Morgan currently has the largest RTP global footprint in 47 countries, and has a powerful cloud-based RTP platform. Our systems are built for high performance and resiliency allowing for settlement within seconds on a 24/7 basis, giving corporate entities a modern means of managing their cash flows with last minute payments and robust data capabilities.

As the market leader for U.S. RTP, we have refined our platform and proven our ability to process at scale, so clients like the City can be confident in our highly available and reliable RTP platform. The platform utilizes a micro-services architecture, along with memory grid cache technology derived from our low latency trading platforms to deliver a highly scalable and performance focused payments offering to support our clients.

- **Pay by Bank:** Within our Pay by Bank solution, we provide first time account linking and account details verification. In addition, optional API calls can be made after account linking to obtain other data points. With J.P. Morgan's Pay by Bank solution, we provide coverage of 95% of all U.S. consumer DDAs.

3. Can training on the use of necessary equipment be performed in house if necessary?

Digital Bill Payment

At **no cost** to the City, J.P. Morgan and Paymentus will conduct training sessions for both your technical and business users. We have a flexible approach to training and can conduct direct training for your entire team or conduct train-the-trainer exercises so that designated associates become the subject matter experts. For train-the-trainer sessions, we typically find that one session is adequate to instruct the trainers. We can always add more sessions, at no cost, to address any additional questions, refresh the trainers or present new features.

Our training sessions cover the use of the Digital Bill Payment solution system—specifically, the Agent Dashboard that contains all information your staff users need to see and manage business in real time. We develop an agenda for each training session based on your needs and the system specifics deployed.

Typical training sessions cover:

- Transacting payments
- Controlling accessibility (add, suspend, block payment method)
- Running and managing reports
- Performing accurate reconciliations
- Administrator tasks, including how to create users and assign user rights
- Creating outbound messages

Training sessions above are proprietary and confidential.

Merchant Services

We provide detailed standard guides, training materials, and live demonstrations to clients. Our boarding and implementation managers will work closely with the City to identify specific training requirements.

Our Commerce Center also provides self-service content to manage your transactions and user experience.

4. Is the City's current equipment compatible with the bank's credit card processing service?

Digital Bill Payment

The City's current equipment is not compatible with the J.P. Morgan's merchant solutions. We would have to replace the equipment but we can work with you to make sure the transition is as smooth as possible. We offer Ingenico Lane 3000, Lane 7000, Lane 5000, Move 5000 and Link 2500i.

Merchant Services

Your existing FD150 terminals and RP10 EMV PIN Pads are proprietary to Fiserv/First Data's platform and are not compatible with J.P. Morgan Merchant Services. However, we sell point-of-sale equipment through our vendor or the City may opt to obtain point-of-sale equipment that is certified to our network from a third-party vendor.

Class A terminals that are actively sold, certified and supported by us include:

- **Ingenico:** Desk 5000 (IP/Ethernet only) and Move 5000 (WiFi/BT/4G only) stand-alone terminals
- **Ingenico Android:** DX4000 (IP/Ethernet only) and DX8000 (WiFi/4G only) stand-alone terminals
- **Ingenico Android:** RX5000 and RX7000 Semi-Integrated
- **External PIN pad:** DPP 1500 only for use with the Desk 5000

With new equipment, we arrange the programming, and our deployment vendor will send the equipment to you. Once your equipment arrives, our training team calls you to schedule a time to coach your location through set-up and training.

Our Client Support Center's Point of Sale Terminal Support is available 24/7 for troubleshooting and swap replacements. If requested prior to 3 p.m. ET, we will ship swap orders same-day for overnight delivery. Overnight delivery may not be provided if weather or other factors affect delivery. We send your equipment fully downloaded and tested, unless you have requested that we send it blank.

5. Please provide an example of a monthly credit card statement.

Digital Bill Payment

All fees associated to the Digital Bill Payment solution would be billed in your Account Analysis. No monthly credit card statements are provided.

Merchant Services

Advanced, Customizable Reporting and Analytics

Our Commerce Center UI and Reporting API offer a variety of report types to meet diverse business needs. Our reporting features allow users to create and download reports in various formats, such as CSV and PDF. Reports can be scheduled to run automatically on a daily, weekly, or monthly basis. Users have the flexibility to select specific entitled entities to include in their report configurations. Additionally, reports can be designed with multiple sections to cover a range of payment activities. For other key use cases, users can build and schedule customizable reports, choosing their preferred formats and applying different report types to access and analyze their data effectively.

Our modern reporting solutions enable you to build simple, connected and customized reporting which works for you

- Choose to connect via our online portal (Commerce center), or integrate your in-house systems directly to our new Reporting API
- Standard report templates available to help simplify and consolidate your reporting
- Customize standard report templates for your business needs and preferences including scheduling (ad hoc/daily/weekly/monthly); field and attribute configuration and advanced customization (aggregating data fields, grouping fields, calculations)
- Valuable, data driven insights provided to help you understand and optimize your payment needs

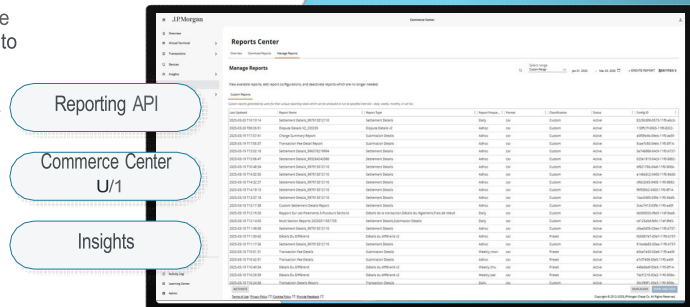


Figure 21

**Not all products and services are available in all geographic areas. Eligibility is subject to final determination by J.P. Morgan.*

6. What web based features are available for account administration?

Digital Bill Payment

The Agent Dashboard from the Digital Bill Payment solution is a powerful reporting and management tool, giving your staff online access to real-time billing and payment activity across channels. Your staff is able to look up/research payments and perform a broad array of customer care and back-office tasks such as:

- View payments in real time
- Cancel payments in real time
- Suppress paper for customers
- View and access reports
- Create and manage a variety of customer messages
- View and track payment metrics

- Manage files
- Transact customer payments
- Suspend/block payment methods
- View billing statements
- Download reports to Excel, CSV, etc.
- Control access permissions
- Analyze data

Access and permission assignments are based on legitimate business needs determined by you, using role- and permission-based controls. Designated administrators from the City control access and entitlements, using City-defined roles and permissions. Your business requirements define the specific functionalities available to each role and individual user.

Merchant Services

Our Commerce Center offers clients the ability to add and manage their own users. We will set up two administrators and those administrators will be able to add new users and entitlements.

The access controls to the Commerce Center apps are managed through a User Administration feature available within the platform. The role-based access controls is based on entitlements to product features that are assigned to user by a 'Security Administrator' from the client's organisation.

Currently Commerce Center supports features for various persona roles such as Servicing, Backoffice, Payments Analyst, Reporting and Finance, etc. Based on these entitlements, the personas have access to Virtual Terminal (Payments, Consumer Profiles, Recurring Payments, Payment Links), Transactions details, Transaction management, Reports and Insights, Disputes, Settings, User administration.

s. Employee Procurement Cards

We are proud to say that the City is an existing JPMorgan Commercial Card client. In August 2023, the City implemented a One Card program as a participant within our strategic Tarrant County Consortium contract. The County agreement was competitively bid and is made up of more than forty participants nationwide.

We propose that the City continue forward under the terms of this existing agreement.

1. Please provide the name, title, location address, and telephone number of the principal contact and backup contact for this service.

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Greg Powell	Relationship Manager	Gambrills, MD	(443) 540-6220
Joseph D'Angelo	Designated Program Coordinator	Elgin, IL	(800-969-3519 x1050000060

Greg Powell has been a Commercial Card Relationship Manager with J.P. Morgan since 2004. For the 10 years prior to joining the firm, he worked for The George Washington University in Washington, D.C. Greg held positions in accounts payable and purchasing card program management.

As your Commercial Card Relationship Manager, Greg will oversee the relationship between Tarrant County Consortium members and J.P. Morgan. His extensive subject matter expertise will assist in achieving overall consortium goals and provide ongoing strategic thought leadership.

Email: gregory.j.powell@jpmchase.com

2. What type of card does your bank provide?

We recommend the City keep your existing One Card program in place. We also offer Purchasing, Corporate and virtual cards.

J.P. Morgan's One Card solution consolidates travel and entertainment, procurement and other expenses into a single payment system.

Manage multiple types of spend using a single solution

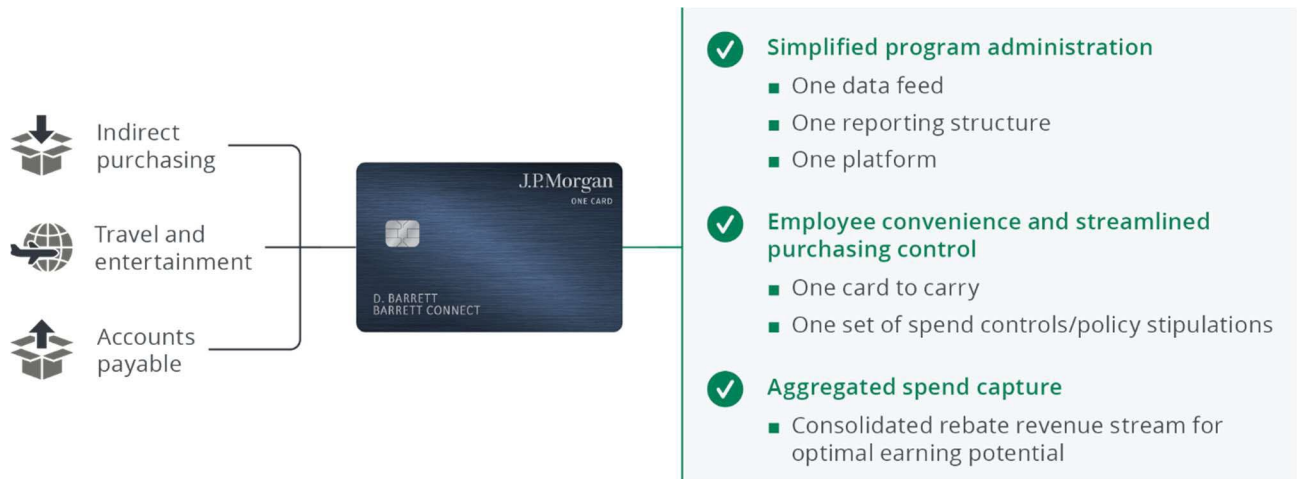


Figure 22

Use our One Card solution to benefit in several ways.

Benefit in many ways with a One Card solution

	Improve your efficiency • Increase spend that leads to increased rebate revenue • Reduce administrative and maintenance redundancies • Decrease reliance on petty cash and travel advances • Benefit from cash flow gains through accelerated payments that maximize float • Lower inventory costs
	Save time • Centralize visibility into payments to increase leverage in supplier negotiations • Receive real-time access to data and reporting • Access consolidated and automated reporting • View receipt images at your fingertips • Benefit from a customized approval workflow • Increase program administrators' productivity with program automation • Simplify integration into your Enterprise Resource Planning (ERP) system
	Improve supplier relationships • Improve cash flow through faster payments • Simplify accounts receivable (A/R) processes • Experience savings on credit and collection costs • Benefit from gains through improved Days Sales Outstanding (DSO)
	Increase control, flexibility and security • Receive real-time online program controls, including merchant category code (MCC) restrictions • Create account limits by transaction type (dollar limits, activity limits, cash advances, etc.) • Improve employee convenience with acceptance at millions of locations • Access experienced professionals that help set up your program • Choose options for central or individual billing • Provide employees with traveler insurance and assistance • Benefit from liability waiver protection against fraud and employee misuse

3. What web based features are available for account administration?

The City will continue to use PaymentNet, our fully hosted online solution that requires no client-side software and is accessible from virtually any secure internet browser.

Streamline program management

Automate administration of your card program, simplify cardholder tasks and streamline account reconciliation with PaymentNet.

Be more efficient with the right tool

	No software to install or maintain • PaymentNet's web-based solution means nothing to install • Our fully-hosted system means we take ownership of hardware platform needs, not you • Access PaymentNet on the go with our mobile website—great for cardholders, too
	Handle everyday tasks more quickly and efficiently • Access key information, address core tasks and make payments directly from the home page • Make real-time profile changes, adjustments of account controls • Reduce the need for repetitive manual effort with mass updates
	Monitor, analyze and report on your program spend—your way • Design custom reports to fit your needs—or choose from standard report options • Save time and schedule reporting to run automatically • Create and save report queries in a way that meets your needs
	Create hierarchy structures that meet your business needs • Save time and establish defaults to simplify reporting and transaction approval • Built-in hierarchy support gives authorized personnel access to a wide range of administrative options • Hierarchy structures allow cardholders to benefit from convenient, self-service features
	Set controls with real-time adjustments to promote adherence to expense policy • Enforce spend policies before a transaction is even initiated • Limit unauthorized usage while still giving employees exceptional flexibility • PaymentNet puts you in control, from the cardholder to the program administrator to the auditor
	Gain greater transparency and insights into your program spend • Minimize manual tasks while increasing administrative speed and accuracy • Provide transparency and accountability to management with a full range of audit trails • Get the information you need to enable you to break down and analyze your program spend
	Use a one-step, paperless process to capture the entire card application • Manage each step online—from card application to approval to card request within PaymentNet • Give program administrators full traceability and cardholders online status of their application • Save more time by establishing user access roles for each account during card issuance
	Upload data to your general ledger to streamline the posting process • Populate your general ledger as often as needed, automatically with the latest transaction data • Specify different record types, order and sorting based on your system requirements • Eliminate time-consuming manual input of data into existing general ledgers

Maximize control—put essential functions at your users’ fingertips

Get features and functionality not confined to the standard (and often limited) functionality of third-party reporting tools.

Experience a new level of efficiency and control with PaymentNet

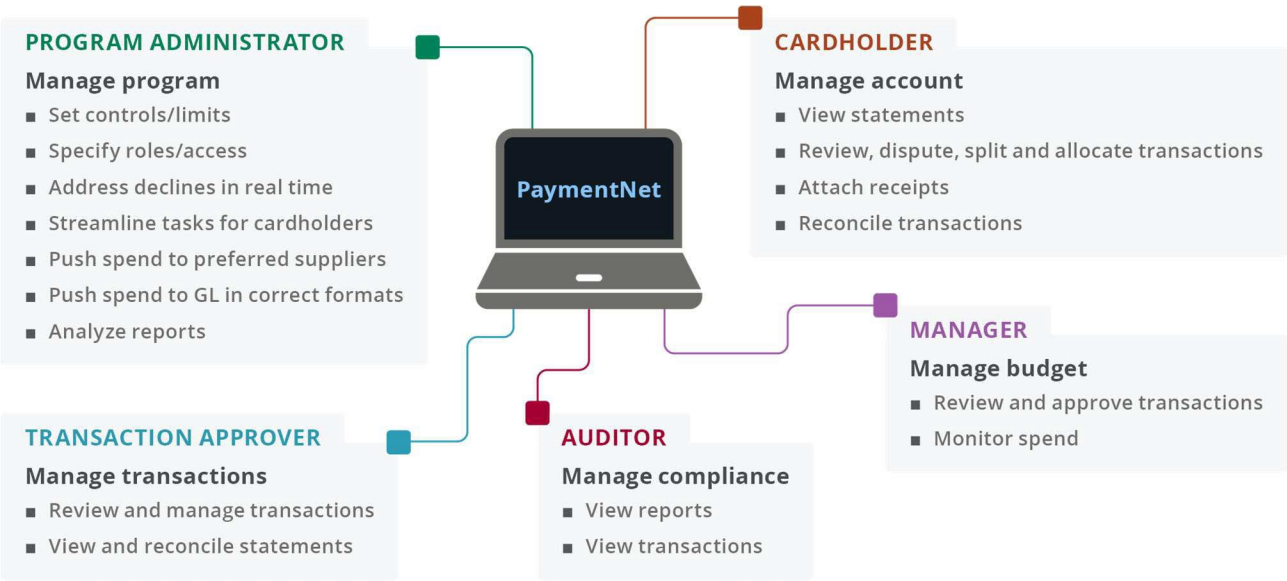


Figure 23

Simplify account management

Appreciate the user-friendly, intuitive navigation developed by the **largest** U.S. commercial card bank issuer (Nilson Report, Issue 1285, May 2025).

Stay current with a snapshot view of your program

Discover which accounts may require attention related to suspension, pending activation, nearing their credit limit or being past due

Download and view current and previous statements with one click

View account information on one consolidated page

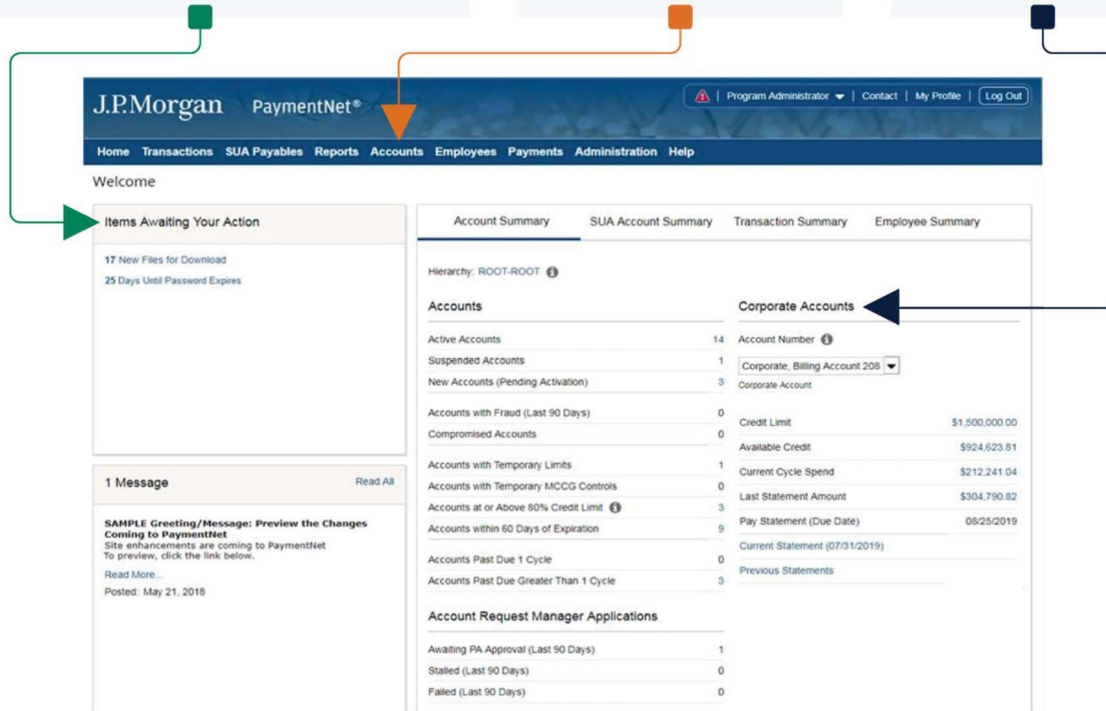


Figure 24

Screenshot is for illustrative purposes only. Some features of the dashboard may not be visible depending on the organization and hierarchy settings.

We offer PaymentNet at **no charge**. To help you get the most out of PaymentNet, we provide comprehensive training for your program administrator, as well as a variety of training options and materials for cardholders and other users.

Your valuable data is protected through industry-proven Transport Layer Security (TLS) encryption technology. All sensitive data is masked, the login process is password protected and security access levels can be configured to help make sure that only authorized City personnel have access to critical information.

4. How often are statements returned to users and the Finance Department? What year-end summary reports are available? What options for electronic reporting are available?

The contract that the City participates on allows for 1/1, 7/1, 14/7, 30/7, 30/14, and 30/25 billing and settlement terms. The City uses 30/25 today.

The City receives a consolidated statement at the end of each billing cycle for all cardholder spend during the period.

Each cardholder receives a statement to assist in reconciliation. Statements include all information that has been passed by the merchant, including level III detail.

Standard statements include account number, cardholder name, merchant description, amount, purchases, cash advances and fees, an account summary, current payment, past-due and total amount due. Additional elements provided on statements (i.e., enhanced data) are determined by merchant capabilities.

PaymentNet generates several standard reports that contain transactions made during a billing cycle. Some examples:

- **Statement of Account:** This report provides a listing of previous cycle transaction information as well as accounting code allocations, transaction notes, custom fields and transaction addendum detail when available.
- **Transaction Summary by Hierarchy:** This report provides summary information on spend by hierarchy and cardholders within a defined cycle/period. It includes the total number of debits and credits, total dollar amount of debits and credits, and the aggregate total of all debit and credit transactions.

Reports can be scheduled to generate on a recurring basis or run on demand. Note that transaction reports are not official bank billing statements and cannot be used for remittance purposes.

5. On what levels (transaction, monthly limits, merchant code limits, etc.) can accounts be regulated?

We offer numerous card controls and key administrative features such as full hierarchy support, real-time adjustments of spend controls online and denial at the point of sale for transactions that do not meet your requirements.

The City’s program administrator can establish dollar, transaction, merchant category code (MCC) and cash advance limits at any level of your hierarchy: by individual, department or for the entire organization.

Control options by hierarchy level

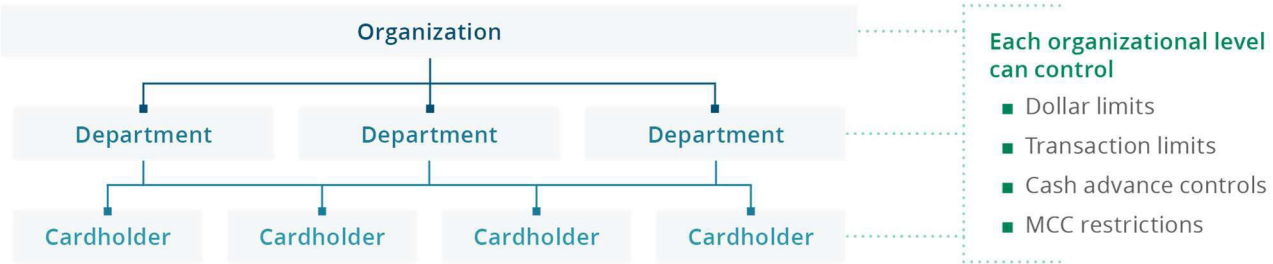


Figure 25

PaymentNet provides a variety of controls for all level of your organizational hierarchy.

Standard controls available for our commercial cards include:

- **Dollar limits:** Dollar limit controls include cycle spend, transaction amount, daily spend amount, monthly spend, and spend limits by MCC
- **Transaction limits:** Limits can be placed on the number of transactions allowed per day and per month
- **MCC restrictions:** Limits can be applied to MCCs with a dollar amount, transaction value or the number of transactions allowed per day
- **Cash advance controls:** You have the ability to control monthly cash advance amounts or totally restrict the ability to use the cash advance options
- **Guidance line:** Suspends your ability to continue to use the card when the total balance reaches its limit

The graphic below shows how you can change a cardholder's account limits.

Adjusting account limits

J.P.MorganPaymentNet®

ContactMy ProfileLog Out

HomeTransactionsReportsAccountsEmployeesPaymentsAdministrationHelp

Account Detail - ControlsUATT002 - ROOTADMIN1

Take me to... ▾

General InformationControlsMCC Group ControlsTemporary ControlsHistory

7 of 30 ◀◀ ▶▶

Save

* Required Fields

Cardholder Name

Account Number

Expiration Date10/25

Current Balance\$0.00

Available Credit\$10.00

Open Date10/21/2022

Hierarchy ID *ROOTROOT

StatusClosed

11/21/2022 - \$2 Account closed online

Account Properties

MCC Diversion Group

Central Bill Account5567067900120727

Diversion Account

Cost Center

☐ VIP

☐ International

Manage MCC Groups

ID	Group *	Group Action *	Action
1	99 ▾	INCLUDE ▾	DeleteAdd

Save

Account limits

Use the Temporary Controls tab to view or set temporary limits.

Credit Limit *10

Cash Advance Limit (\$2500) *0

Refresh Period☒ Cycle☐ Monthly

Amount Limit \$

Transaction Limit

Daily Amount Limit \$

Daily Transaction Limit

Single Amount Limit \$

Other Amount Limit \$

Other Transaction Limit

Other Number Of Days

Other Refresh Date

(MM/DD/YYYY)

Figure 26

J.P. Morgan enables program administrators to easily change account limits and velocity controls online.

6. Please include a sample of a standard procurement card proposal and an employee account statement.

As a current J.P. Morgan Commercial Card client, we have included your actual contract details in Attachment 8.

t. EFT Payments

Per Q&A: If there is a fee for any of these items, please list in your response. If the service is not provided, please disclose.

Please review pro forma pricing in Attachment 14 for fees associated with EFT payments.

u. Tyler Munis software compatibility

1. What is your familiarity, if any, with this software?

J.P. Morgan is familiar with Tyler Munis. Tyler Munis will provide J.P. Morgan with its integration requirements during the onboarding process. Dependent on the solution, we have been able to integrate successfully. We offer a variety of file-based reporting options through standard communication connections to facilitate reconciliation within an Enterprise Resource Planning (ERP) or Treasury Workstation (TWS) system. Alternatively, leverage our suite of API offering to receive information reporting directly back into your system that you can integrate it into your system in a manner that you see fit.

OUR PRIORITY. Our top priority is helping our clients accomplish their goals of automation, standardization and straight-through processing

Take advantage of our proven track record and let us support the integration journey between your system and the electronic banking channels we offer.

Benefits of our approach to ERP and treasury workstation integration



Benefit from our expertise in integration

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

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

We view the client onboarding process as a pivotal phase in our relationship and an opportunity to continue earning your trust with our expertise and consultative capabilities.

2. What data requirements do you have for data file uploading and downloading?

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

J.P. Morgan Access

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

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

The City can likewise securely export reports and data from the online portal through the reports function in the following industry standard file formats:

- BAI2
- MT940/MT942
- CSV
- Excel
- ISO camt.052, 053, 054
- OFX

You can also download data in PDF format.

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

File transmission

Our secure data communications environment for file transmissions provides the City with a comprehensive, two-way exchange of data between your system and the bank. This solution leverages industry-standard communication protocols, such as:

- sFTP
- HTTPS
- EBICS
- AS2
- SwiftNet FileAct

We support industry-standard file formats, including:

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

3. Do you have other clients who use the Tyler Munis software?

Yes, J.P. Morgan has various government clients that leverage Tyler Munis. It is up the vendor to determine how they want to successfully integrate with J.P. Morgan's solutions, but we have years of experience working with Tyler Technologies.

v. Other - If there are any other banking services offered that may be of interest to the City, please describe those in subsection "v".

Our particular expertise lies in adapting and aligning our vast breadth of solutions to the specific operating requirements and environments of our clients.

We accomplish this by **listening** to our clients and **developing an understanding** of their operating environments. We then construct a solution that not only meets our clients' existing operational needs, but also challenges them to consider additional operational improvements.

It is our intent to **bring this same approach** to the City as we endeavor to strengthen and grow our relationship. The services below are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response. Pricing for these services will be provided upon request.

Value-added optional product and services

- Hybrid DDA
- Controlled Disbursement Accounts
- Check print
- Virtual Card
- J.P. Morgan Concourse
- Account Validation Service
- Entity Validation Service
- Cash Flow Intelligence
- Virtual Reference Numbers (VRN)

- Virtual Account Management (VAM)
- Remote Deposit Capture for Mobile

Hybrid DDA

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

Balances up to a predetermined threshold (peg balance) earn an ECA at the proposed ECR of 2.54%. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance earn hard dollar interest at a proposed rate of 2.44%. Interest accrues daily and is paid monthly. The below illustrates how the Hybrid DDA works.

Hybrid DDA structure

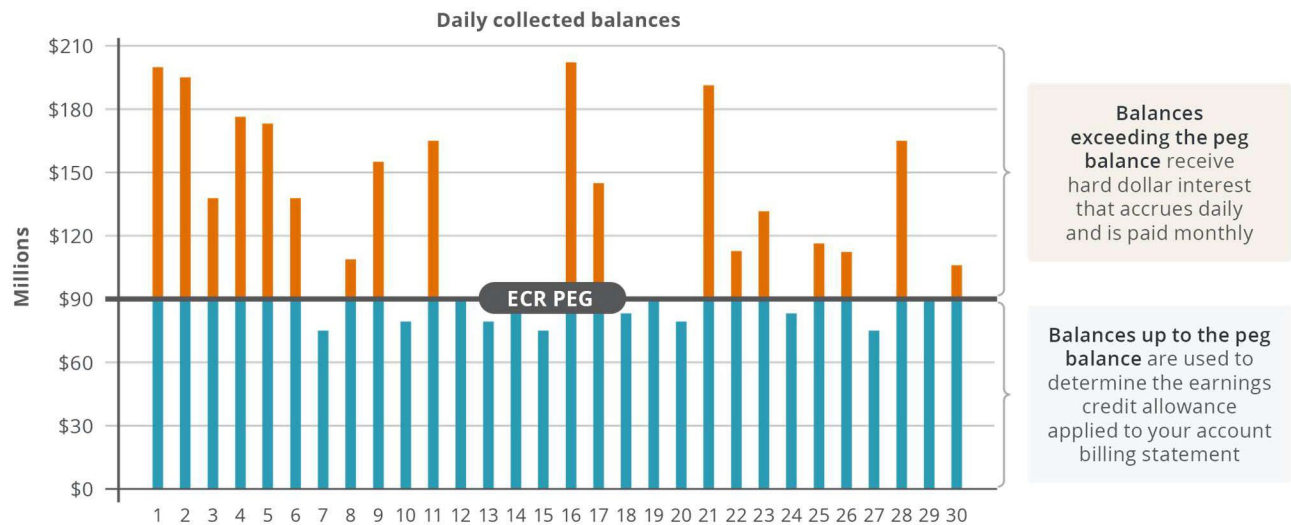


Figure 27

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

Calculation of ECR and interest

The ECR and interest rate are bank managed rates that are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps maintain pricing flexibility while also helping protect you from the short-term rate volatility that could result from using an indexed rate.

The ECA is calculated and applied monthly on the balances up to the peg balance.

Monthly earnings credit allowance calculation

(Average monthly investable balance x ECR x actual number of days in month)

Actual number of days in year

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

Daily interest accrual calculation

(Daily positive collected balance above the peg x account interest rate)

Actual number of days in year

The ECR is a bank managed rate which is reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps to maintain pricing flexibility while helping to protect you from the short-term rate volatility that could result from using an indexed rate.

Controlled Disbursement Account

The City gains control over idle balances and optimize loan and investment opportunities with J.P. Morgan’s controlled disbursement services. With early morning reporting and the knowledge of exact disbursement funding requirements, maximize your working liquidity by taking advantage of intra-day investments or paying down debt early in the day.

Benefits of our approach to controlled disbursements

Fraud protection options including positive pay, payee name verification and teller line positive pay services



Early cash position with 99% of dollars reported at first presentment and final reporting early in the day

Funding options (automated or zero-balance) to fit your needs



Avoid overdrafts through separate funding for later day items (i.e., same-day ACH)

Save time with enhanced reconciliation and/or subaccounting services



Dependable and reliable reporting with 100% accuracy (year-to-date)

4. Proposed Scope of Services | 133 |

Early reporting

Take advantage of competitive reporting times at our Circleville dedicated controlled disbursement endpoint.

With the advent of Image Exchange and advanced technology capabilities, we report 99.9% of our clients' total funding requirement by the average 6:40 a.m. CT delivery time that surpasses our first and second presentment windows:

CDA Endpoint	1st Presentment	2nd Presentment	Check Detail
Circleville, OH	8:30 a.m. ET	10:00 a.m. ET	10:30 a.m. ET

Accurate funding

Funding requirements includes bank direct sends, same-day settlements and over-the-counter check deposits/encashments that post to your account. Year-to-date 100% accuracy of reporting means no surprises.

Bring your controlled disbursement account to a zero balance with late funding. A separate funding transfer includes unreported transactions, such as wire transfers, same-day ACH transactions and customer-requested transactions. Your controlled disbursement account will not be overdrawn.

Check Print

Yes, we offer check print services for the City to outsource this function and leverage the bank's economies of scale and fraud protection.

Let us help you lower operating costs and reduce risks associated with printing checks or remittances in-house with our comprehensive check print services.

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

Outsourcing non-core payables functions allows for greater focus on payment conversion activities while reducing costs and increasing efficiency.

Benefits of our approach to check print

Increase security by integration with fraud protection services, blank stock (we print logos and signatures)



Reduce expenses with lower per-unit cost on check stock and envelopes

Postage savings from our net barcodes and presort rate based on cumulative volumes of all our clients



Decrease investment expense of machinery and technology for in-house check printing

Build redundancy based on tested and proven disaster recovery capabilities, with no need to maintain your own backup site



Free up staff to focus on core competencies and strategic initiatives



Tight controls from system, physical access and quality control perspectives

Security features built into the check itself

The City benefits from using check stock with the most robust security features in the industry. New check paper stock provides security features, such as micro printing and an advisory icon.

Trying to move from paper to electronic payments?

We understand checks are necessary. Consider outsourcing non-core payables functions and migrate your workstream to begin the transition toward more electronic payment operations. Leverage a single, common electronic banking channel, either through direct transmission or the J.P. Morgan Access online portal, to initiate your check payment instructions electronically to outsource your check printing.

We also offer the option to streamline the digital delivery of checks for in-network lockboxes with CheckMatch. This enhancement identifies and routes checks for digital delivery, bypassing the courier, which reduces delivery costs and minimizes opportunities for fraud. Creating cash flow efficiencies allows the City to focus more on payee payment-conversion initiatives. To add value, we work with you to continue optimizing the payables process.

Worried about fraud?

Our check print service integrates with our suite of fraud prevention services to provide the benefits of positive pay services. We automatically generate and send the check issue information to our account reconciliation processing (ARP) platform and Chase teller systems across the country. Positive pay minimizes your exposure to check fraud, as checks presented must match your issue information, including the payee name.

Checks deposited at a Chase ATM are also screened against the positive pay records. Checks that do not match your issue records receive a funds availability hold against the check amount, allowing you to perform a positive pay exception review and a pay or return decision before the check amount is available to the depositor. Please note that payee name verification is not part of the ATM positive pay review.

We're here for the long run

If your check payment volume is dwindling, does it make sense to upgrade and maintain equipment? Probably not, but capital investment makes sense for us, as our check print volumes have been increasing due to more and more clients outsourcing their processes.

Our advanced print production facilities use digital printing technologies to deliver accurate, high-quality checks. And, we maintain and upgrade our check printing equipment regularly. Recently, we invested \$20 million in our redundant check print facilities. We print and mail more than 50 million checks annually, including 1.3 million checks per month, for our treasury services clients.

These are just some of the many benefits you realize in choosing J.P. Morgan as your check print outsourcing provider.

Virtual Card

Yes, we offer a single-use, multi-authorization, electronic, credit card-based payment method to help the City more efficiently manage payments, reduce costs and transform traditional areas of expense into potential revenue generators.

Gain the flexibility, float and rebate of a purchasing card coupled with powerful payment controls, anti-fraud and reconciliation features of virtual cards.

Benefits of our approach to virtual card

Improve access to cash by extending float, increasing liquidity and creating a more streamlined payment process



Take advantage of automation and integration, and match payments to streamline reconciliation

Gain control and reduce fraud and misuse through enhanced security controls



Maximize rebates by using strategies that capture more spend

Create mutually-beneficial value with your strategic suppliers



Reconciliation to the penny using a preset dollar amount equal to the invoice amount

Virtual cards are equal to the approved payment amount. There is just **one account per payment** to help make sure the merchant only has access to approved funds for a specific payment.

Virtual card reconciliation is based on **matching four key elements** of purchase payments to transactions: account number, validity dates, dollar value and merchant category code (MCC). When these items match, reconciliation occurs automatically, and you gain further efficiencies by integrating into your financial system.

J.P. Morgan Concourse

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

Concourse provides the City with an incredible amount of flexibility, including multiple payment methods, comprehensive reporting and integration options.

As a solution we fully own and support, Concourse delivers J.P. Morgan's payment processing excellence, security and expertise to the City, providing you with a single end-to-end access point.

Helping clients meet their objective to own the customer experience

The payments ecosystem is evolving faster than ever, and the City needs a provider that helps manage complexity and oversees your end-to-end payables activity across regions and rails.

Our new digital platform, J.P. Morgan Concourse™, is nimble and integrates disruptive and up-and-coming payments technology as it becomes available. The City is in control, and we can easily add (or remove) the additional methods of payment available as you desire. This flexibility even extends to changing options

among different programs to meet respective line-of-business needs where regulatory requirements might exist. This is all available to the City via Concourse, allowing you to make changes on demand.

Providing a streamlined and intuitive user experience to the customer

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

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

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

We offer a seamless experience for the City’s payees to select their preferred method of payment based on the payment options that you make available. Whether that individual is representing themselves or their business, our model is designed to support the City’s beneficiaries.

You can customize the payment reference information to make information available to payees in the Concourse interface, including adding specific legal verbiage or marketing adage.

Concourse provides the City the ability to apply customized content and styling to your payee facing portal while supporting multiple languages, such as English, French and Spanish.

Account Validation Services

As reliance on electronic payments continues to grow, so does the need to validate and authenticate payment data. Our industry-leading Account Validation Service (AVS) allows you to originate payments with confidence, combatting fraudsters and reducing threats.

AVS is a routing engine and service offering for validating counterparty payee information using the bank's ACH data and Early Warning® databases. Using data provided by you, the service verifies the status and/or ownership of a U.S. demand deposit account (DDA).

AVS offers:

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

Account Verification and Owner Authentication are not required to be done together.

Additionally, Account Validation Services:

- Enables proactive validation of accounts and does not rely upon a single data provider
- Offers a waterfall approach, which allows querying across multiple data providers, expanding reach
- Queries J.P. Morgan proprietary data—both credit and debit ACH transactions
- Offers a complete solution set to meet your account validation requirements and to satisfy compliance requirements with the Nacha WEB Debit rule

AVS for the U.S. government

In 2023, the **United States Treasury Department selected J.P. Morgan to provide Account Validation Services** to federal government agencies after a competitive selection process. Using our advanced technology, we will verify critical payment information for the U.S. government before payments are issued.

Act to combat fraudsters and reduce threats with J.P. Morgan Account Validation Services

1 INCREASED PAYMENT CONFIDENCE

Validate accounts in real time across multiple data providers to decrease the likelihood of returned or erroneous payments

2 ENHANCED FRAUD RISK PROTECTION

Review potentially high-risk changes to payment instructions received via non-secured channels (like email or fax)

3 ALIGNMENT WITH NACHA RULES

Align with Nacha's Web Debit Rule that requires use of a commercially-reasonable validation solution

4 STRENGTHENED CONTROLS

Receive information to strengthen internal controls and provides time to take preventative action on high-risk accounts

Figure 28

Our solution allows for integration through multiple interface options, including API or through manual single- or batch-level entry of inquiries into our J.P. Morgan Access online portal. Although we see that most clients only implement and leverage a single connectivity method, all three connectivity options can be used alone or in conjunction with each other and will leverage a range of data elements for the following attributes:

- Verify ABA and account number
- Verify account open or closed status
- Verify historical risk on accounts

Our AVS solution was built specifically to allow us to offer validation services to our client base without being tied to a single data or service provider. AVS optimizes the flow of information and real-time validation by leveraging multiple data sources, including proprietary J.P. Morgan ACH and account data, Early Warning and additional third-party fintech services and micro deposits to increase validation rates.

How J.P. Morgan Account Validation Services works

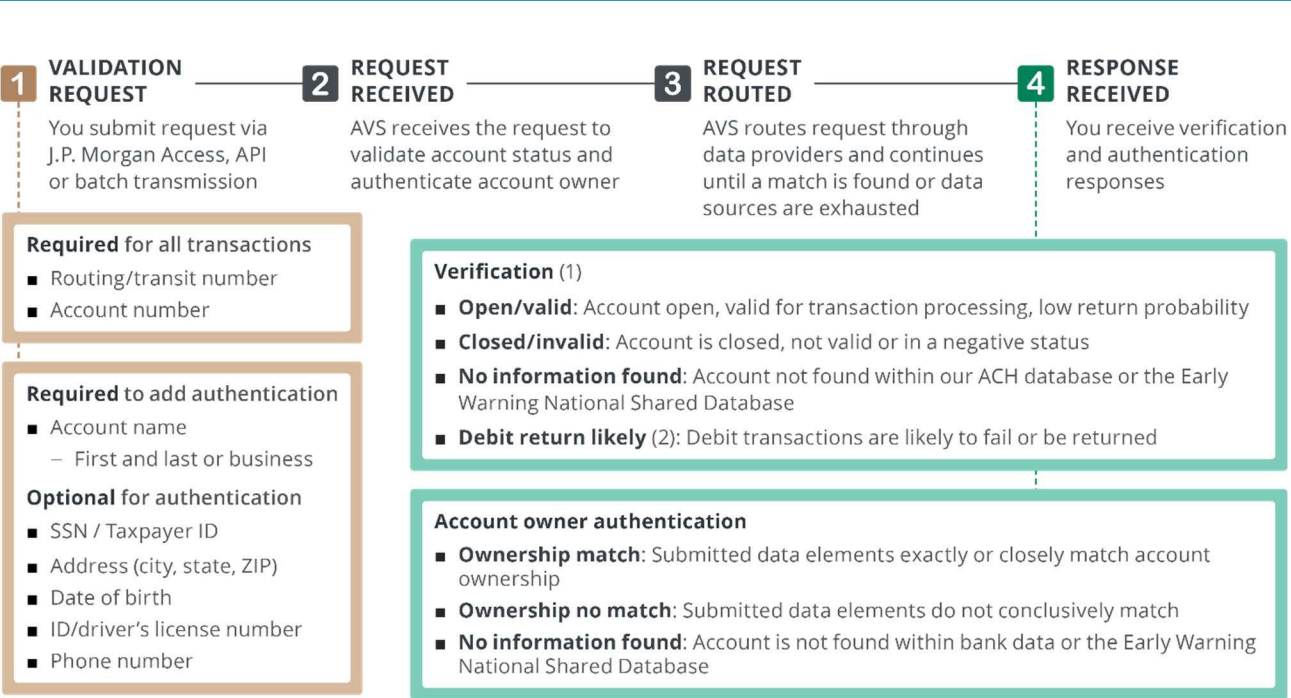


Figure 29

(1) AVS with EWS databases meets the Nacha Rule Requirement

(2) Option available based on clients' needs

Entity Validation Services (EVS)

J.P. Morgan Entity Validation Services (EVS) delivers a convenient and secure method to help verify individual identity or business entity information in connection with your payments initiated through J.P. Morgan to help prevent fraud and manage risk.

Consider the following uses for EVS as you think of fortifying your business processes

New account or relationship

- Verify new account identity
- Verify business partner identity
- Verify suppliers and vendors
- Verify users are legitimate

Payment platform

- Validate as much or as little information as required at onboarding
- Create workflows that help ensure correct profile setup
- Onboard bill payors with confidence

Change to profile details

- Combat identity/account takeover
- Review payee change requests
- Mitigate risk of funds redirection

Marketplace solutions

- Verify seller information during profile setup
- Implement validation into onboarding workflow
- Use document validation for additional security
- Screen global sellers as you grow

Figure 30

EVS provides two key verification functions

Identity Verification automates the verification of your individual client's or counterparty's personal identity data such as name, date of birth, address and government issued ID number(s) against internal and third-party sources prior to onboarding and initiating payments.

Business Verification automates the verification of a business entity's data such as a business' name, registered principal business address and government issued ID number(s). Also, you can expect verification of submitted related parties such as Underlying Beneficial Owners of the business and authorized signers.

How EVS works

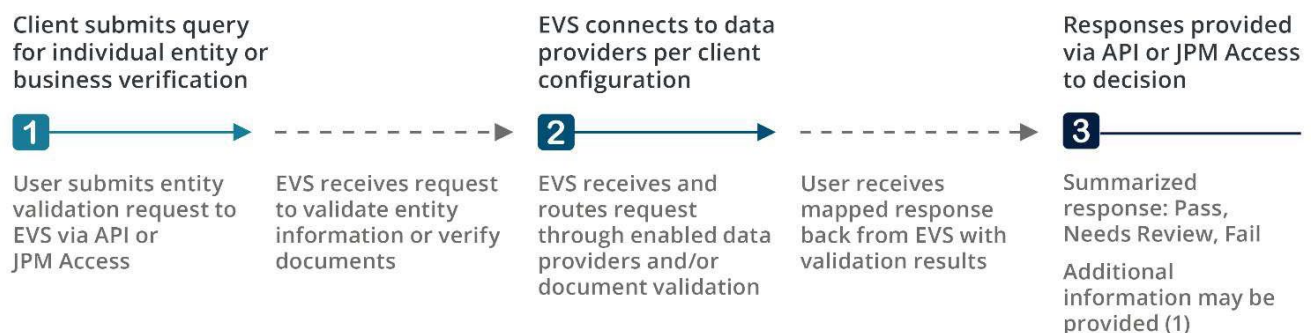


Figure 31

(1) May include underlying variance details, third-party summary score, third-party reason indicators

Help your business operate more smoothly—and securely

EVS offers many advantages to help your business:

- **Reduces the risk of fraud:** Verify identity of those that you do business with—in real time—to onboard counterparties onto payments platform
- **Detect potential fraud:** Review information from payee change requests before updating details, lowering instance of redirection of funds to unauthorized recipients
- **Increase operational efficiency:** Custom response mapping to support client decisioning based on internal payment risk tolerance, reducing operating costs of manual reviews
- **Accelerate expansion of marketplace solutions:** Validate counterparties for successful onboarding to your platform and be ready to sell and receive payments
- **Enhanced security:** EVS uses J.P. Morgans global network of trustworthy data sources and does not retain personally identifiable information

Make EVS work for you



Figure 32

Notice:

These services are not intended to, and do not, satisfy any regulatory or other requirements for the establishment or maintenance of any Sanctions, Anti-Money Laundering, or Know-Your-Customer program. Clients using entity validation service products remain subject to and solely responsible for compliance with their own regulatory and sanctions obligations. Use of the services does not constitute a guarantee that transactions will be processed for verified or screened counterparties.

Cash Flow Intelligence (CFI)

Leveraging intelligent data to support financial management decisions is more important than ever. Nearly 50 percent of CFOs say their top priority is building predictive models and scenario analysis capabilities.

Cash Flow Intelligence (CFI) gives you real-time visibility into your cash flows and deploys customized machine learning to augment human expertise. CFI leverages an ensemble of algorithms to produce a forecast based on your historical account transactions.

Improve your efficiency with machine learning

- CFI is a proprietary bank application powered by seven different algorithms that produce **the best possible forecast** based on your account transactions.
- Machine learning helps you get further in your forecasting process faster so you can spend more time on decision making instead of data clean up.

CFI drives value to treasury teams

Benefits of Cash Flow Intelligence

Advanced forecast modeling techniques
enables efficient liquidity management



Save time and resources to elevate decision making and minimize error-prone data cleanup



View multibank accounts and enable multiple users for unlimited forecasts in J.P. Morgan Access

With a quick implementation through J.P. Morgan Access, CFI allows you to:

- Generate 20-day or 24-week machine-learning forecasts
- Drill down into transactions for a day or week
- Compare forecast to past years' actual cash flows
- Analyze cash flows at meaningful levels of aggregation

Benefits of our approach: key steps in the forecasting process



Research historical transactions

View all your J.P. Morgan data in one place, analyze cash flows at meaningful levels and drill down into transactions details for any day or week



Get auto-generated machine learning forecasts

Automatically generate short-term and midterm forecasts based on historical data aggregated by day or week

Benefits of our approach: key steps in the forecasting process	
	Learn how cash flows change Compare prior periods to see how cash flows change over time or compare the machine-learning forecasts to historical periods to inform adjustments
	Analyze cash flows at meaningful levels of aggregation View cash flows by account, account group or other meaningful categories (e.g., country, currency)

How Cash Flow Intelligence works

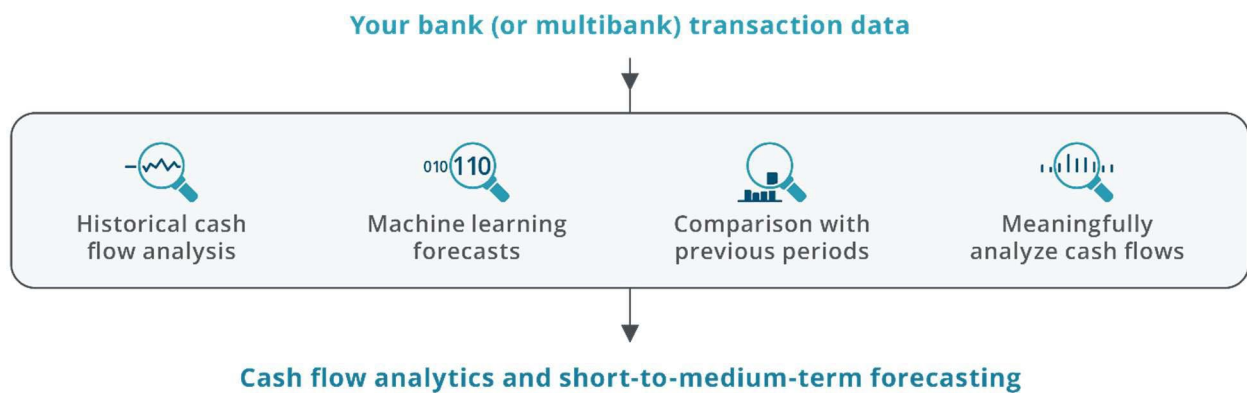


Figure 33

Virtual Reference Number (VRN)

We offer our Virtual Reference Number (VRN) solution that allows the City to increase the efficiency of your receivable reconciliation and cash application processes.

With the increase in electronic payments, reconciliation can be challenging. The City may receive payments with incomplete information, making it difficult to identify payers. Reconciliation of electronic payments is often hampered by invalid or truncated information provided by your remitter customers.

BENEFITS OF OUR APPROACH Virtual Reference Number solution	
Increase Match Rates	Increase match rates when you receive electronic payments with incomplete information
Payer/Receiver Identification	Payer identification is better for electronic payers making partial payments or one payment for multiple invoices; assignment of VRNs to client entities also simplifies internal posting of payments to those entities
Reduce Fraud	Reduce fraud potential when you use a VRN instead of your bank account

BENEFITS OF OUR APPROACH Virtual Reference Number solution

Easier Reconciliation	Easier reconciliation with unique identifiers to help you reconcile almost immediately
Faster Posting	Faster posting results in improved cash flow

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

Virtual Account Management (VAM)

Let us help you rationalize account structures and centralize transaction processing with our Virtual Account Management (VAM) solution.

Have you ever been challenged by:

- Managing a growing number of accounts?
- Implementing or changing settings in cash concentration structure?
- Managing accounts payable (A/P) and accounts receivable (A/R) with decentralized controls?
- Experiencing manual, inefficient and costly reporting?
- Calculating/settling intercompany interest across multiple systems?

With VAM, you can take advantage of new flexible structures that “slice and dice” activity on a single bank account, giving you the visibility and reporting you need to facilitate accounting, without splitting up cash into separate accounts.

Use VAM's capabilities to optimize account structures, support centralized pay and receive on behalf of operating models, enhance process controls, generate new business views and data insights, and automate reconciliation and tracking of intercompany activity.

DISCOVER THE POWER OF SIMPLICITY

Effectively manage an optimized account structure, centralize cash management and automate reconciliation at the business level:

- Use one physical account, with no pooling required
- Reduce accounting and maintenance costs
- Align virtual accounts to your ERP configurations

Benefits of our approach to Virtual Account Management (VAM)

Optimize and better manage your account structure without the expense of separate accounts	 	Control to immediately create virtual accounts with a self-service hierarchy built with operational-level entitlements and limits
Automate intercompany loan tracking and reconciliation	 	Streamline to create a more efficient structure with fewer bank accounts
Flexibility to structure, aggregate and present virtual account data	 	Centralize processes for your Accounts Payable and Accounts Receivable teams

The range of features delivered by our VAM solution means that there is an application for each client with global needs, including the City.

These can range from simply using virtual accounts to automate cash allocation for straight-through-reconciliation, to single-entity account rationalization to enabling in-house banking via multi-entity VAM structures.

We will assist you with evaluating which aspects of the solution are suited to solve your current operational challenges, as well as meet your strategic treasury objectives.

Virtual Account Management capabilities available now	
Country and currency coverage	• North America: Canada (CAD, USD), United States (USD) • Latin America: Mexico (MXN, USD) • Europe: Luxembourg (35 ccys), Netherlands (33), United Kingdom (35), Germany (35), Ireland (35) • Asia: Hong Kong (15 ccys), Singapore (22), China (12), Australia (24)
Hierarchies	• Single-entity and multi-entity virtual account structures • All structures within single branch and single currency
Payment and receipts	• Same-currency wire payments and receipts • Wire transfers and book transfers can be initiated from VAM accounts through J.P. Morgan Access, if entitled, for 11 countries (U.S., Canada, Mexico, Luxembourg, the UK, Ireland, Netherlands, Hong Kong, Singapore, China and Australia) • FX wire payments and receipts • SEPA & ACH; Global Mass Pay (FX ACH) • Virtual transfers (client-initiated VA to VA account balance adjustments)
Reporting	• Report Type: Structure; Balance & Transaction; Intercompany Balance & Interest; Summary Group • Format: BAI2, Swift MT, ISO XML, API, CSV • Frequency: Prior day, intraday, transaction-level notification (advice) • Delivery: File Transmission (incl. Swift FileAct); Swift FIN, J.P. Morgan Access, HTTPS (API)
User interface	• Entitlement Administration (user access and virtual account visibility) • Online reporting • Online virtual balance adjustments • Self-service VA opening, closing and name changes • Online structure diagrams and management

Note: VA – Virtual Account

Please note that a VAM structure commingles cash across all participating entities holding virtual accounts. VAM is not meant to replace all physical accounts or concentration structures. Physical accounts may be necessary for reasons, including regulatory, tax or local settlement. Please consult your internal counsel to confirm.

Remote Deposit Capture for Mobile

Mobile capabilities provide another efficient and cost-effective electronic alternative to paper deposits.

Use our remote capture service available on mobile devices to extend the reach of a remote deposit service to the **point of check receipt**.

It only requires a compatible smartphone or tablet, connectivity service plan, a wireless signal and a J.P. Morgan demand deposit account.

Our mobile remote capture service is fully integrated with our desktop solution providing the same features and functionality.

Use desktop scanners and the mobile solution together or stand alone to maximize efficiencies.

To use our remote capture services in the U.S., checks must be:

- Scanned from a U.S. location
- Drawn on a U.S. financial institution and in U.S. dollars
- Deposited into a J.P. Morgan U.S.-domiciled DDA

You need only a high-speed internet connection, a desktop check scanner and a Windows-based PC.

w. The following questions must be answered in a subsection labeled “w”.

1. What is your customer service philosophy?

The City benefits from our coordinated approach to distinctive, industry-leading client support as we provide you access to:

- Your CSA, dedicated to managing the service requirements of your business
- Our Payments Solution Center Access Support team, for routine transactional and technical support
- Our online, self-service inquiry tool, Access Transaction Services, for streamlined routine inquiries
- Our artificial intelligence powered Virtual Assistant, for answers to routine client inquiries in real-time

Benefits of our approach to client service

We're your advocate and work to resolve issues quickly and accurately



We share ideas enabling us to learn new ways to enhance your business



Count on us to act with a shared sense of urgency



We have the right tools and training to assist you when you need us



The cornerstone of our dedication to service

Providing the City with access to a designated CSA remains the cornerstone of our dedication to a personal and thorough client service.

CSAs are your primary contacts for day-to-day treasury questions and banking support, as well as service delivery coordination.

Our dedication to service excellence is one of the many reasons clients select J.P. Morgan for their Commercial Banking needs.

Client service expertise is evident in the investment we make in our people and the significant improvements we make in our infrastructure and technology. We are focused on delivering an outstanding service experience.

As shown below, we emphasize four key areas that embody superior client service:

Client service key areas



Figure 34

City of Joliet benefits from our commitment to service excellence



Figure 35

2. What differentiates your service from other providers?

Leadership, quality, client advocacy, investment, along with unparalleled scale and commitment to delivering our services on your behalf, differentiates us from other providers and position us to help you achieve your treasury goals.

Differentiator: Industry-leading client service and onboarding

Client service. Based on our 2024 client survey, 90 percent of clients provided top overall satisfaction ratings with Commercial Banking Client Service, and agreed it is easy to do business with us. We are focused on delivering an outstanding service experience that is responsive, dedicated, proactive, engaged and experienced. Further, our expert team approach includes access to back-up support.

Client onboarding. In our 2023 post-onboarding survey, nearly 90 percent of our Commercial Banking clients surveyed rated their overall experience post-onboarding as very good to exceptional. We know change can be hard and has a big impact on you, your team and your business. To simplify your banking experience, our onboarding model delivers simple, fast, digital and resilient access to the resources you need.

Differentiator: Insight into industry trends and best practices

Thought leadership. We can help you improve your ability to more effectively and efficiently manage cash while achieving operational cost savings, allowing you to focus on your strategic objectives. Our financial experts leverage their in-depth knowledge of current trends, challenges and opportunities in treasury management to provide tailored financial solutions to help you meet your goals.

Treasury optimization. We develop tactical, analytical outputs to help you with bank and account rationalization, centralized treasury structures, performance benchmarking diagnostics, payables and receivables optimization.

Differentiator: Safety and security

Cybersecurity. We invest significantly each year in cybersecurity to maintain our defenses and actively enhance our threat resiliency. While we do a lot by investing millions in cybersecurity annually to protect our systems, it's most critical to educate our clients—and you in turn, educate your employees—on how to take action to counter fraud and mitigate risk. We help keep you abreast of the latest potential threats with our webinars. And when you experience a threat, leverage our Cyber Security Operations Centers working 24/7 around the world with dedicated cybersecurity staff providing follow-the-sun coverage.

\$18 billion

Our 2025 technology spend budget that includes investments in cybersecurity

Safer payment methods. Besides providing fraud protection services like positive pay, we can help you accelerate conversion to electronic payments, use technology to monitor and reconcile transactions and outsource non-key functions, such as check printing.

As fraudsters become more sophisticated, we've collaborated with Early Warning to offer an authentication service for payer or payee account information prior to transaction processing. Let us help mitigate risk for your supplier payments and customer collections and curb the potential for fraudulent electronic activity and administrative returns.

Differentiator: Payment leader

Scale advantage: Capture scale from the firm that ranks #1 in U.S. dollar treasury and commercial clearing—as of 2023, processing \$3.5+ trillion in daily wire payments and \$40.3 trillion in originated annual ACH payments. You benefit from later deadlines, faster clearing and operating efficiencies.

Proprietary platforms. Integrate payments seamlessly through our proprietary payments and imaging platforms, as well as commercial card and merchant processing solutions.

Industry influence. Our key industry positions in organizations like Nacha, the Faster Payments Task Force and the New York Federal Reserve lend us opportunities to impact the payment industry and share first-hand insight on modernizing payments and drive change for our clients. We translate that to better products and services for you.

Differentiator: Treasury integration

Open banking: For years we've supported integration of clients using SAP, Oracle, PeopleSoft, J.D. Edwards, Microsoft, etc. to our banking systems. We build upon our experience to help clients reduce onboarding efforts by integrating value-added services through our collaboration with key ERP, TMS providers and FinTech.

API: This enhancement provides opportunities to explore new ways to deliver our capabilities, services and information to clients on-demand.

Enjoy seamless communication and a more fluid end-user experience as APIs accelerate the shift from batch to real-time processing. Additionally, APIs enable batch processing of payments across multiple banks and assist with information received to reconcile payments.



What is an API?

An application programming interface (API) is a software intermediary. Using a restaurant as an example...

- You (system 1) have a food order (request)
- The waiter (API) takes your order to the kitchen (system 2)
- The waiter then delivers your food (response) back to you

3. Describe your disaster recovery procedures. How quickly will back-up facilities be activated?

The Firm has a dedicated Technology Resiliency Program that establishes critical services, capabilities, controls, and procedures designed to promote continuity and recovery of operations in case of a disruption. The program focuses on rigorous recovery scenarios and testing based on criticality and takes an “all hazards” approach to resiliency to include events that have a cyber nature.

Please see Attachment 9 for additional information about our Business Resiliency Plan.

Backup facility activation

Each J.P. Morgan business unit performs a formal business impact analysis to assess the impact of a service disruption. The results of this analysis are used to determine the criticality of the function and the corresponding recovery time objective (RTO). The recovery strategies developed during the resiliency planning process must enable the business to achieve the RTO as established by the business impact analysis.

RTOs vary based on criticality of the specific business function as determined by the business impact analysis. For our most critical functions, we apply a 2-hour RTO for full resumption of normal operations. For other functions, we apply RTOs ranging from 4 -72 hours.

If a proposer cannot meet any of the specifications, expectations or services in Section II or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the City will assume full capabilities as described in Section II. Should third party vendors be necessary to provide any of the requested services, the detailed involvement of those parties and delineation of responsibilities should be explained in the appropriate sections.

Section II - Scope of Services

The City seeks proposals from competing banks for the services identified in this section (Section II) of this RFP which includes core banking services (those currently received by the City) and non-core or additional services the City would like to consider. The City would prefer one bank to provide all core services described; however, the City may consider an unbundled arrangement whereby one or more banks provide services. Cost proposals for enhanced services should be presented separately from the cost proposal for core banking services.

The scope of core banking services are identified on pages 5-11 of this RFP. Additional services are identified on pages 11-16 of this RFP. The City is not obligated to procure any of the services enumerated in Section II.

- a. **Term of Agreement - The banking services detailed in this section will be performed for the City on a contractual basis for five (5) years, with the option for the City to renew annually for one year periods.**

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for a five-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.

We are proud to say that the City is an existing JPMorgan Commercial Card client. In August 2023, the City implemented a One Card program as a participant within our strategic Tarrant County Consortium contract. The County agreement was competitively bid and is made up of more than forty participants nationwide.

We propose that the City continue forward under the terms of this existing agreement.

- b. **Collateralization of Account Balances** - It is the policy of the City to require security for all cash maintained in any financial institution designated as a depository. Security may be in the form of insurance or collateral. The City is authorized to exercise this authority pursuant to the Illinois Public Funds Investment Act (30 ILCS 235).

All collateral pledged will be not less than 110% of the City funds held by the institution in excess of the FDIC limits. Collateral shall be valued at fair market value of the net amount of public funds to be secured at each institution. Pledged collateral will be held by the City or in safekeeping and evidenced by safekeeping documentation. The banking institution awarded the contract must have a completed and executed collateral agreement with the City before the start date of the contract.

The awarded bank will collateralize deposits in accordance with the City's Investment Policy as approved by City Council. The current version is attached as Appendix A.

Monthly reports detailing the adequacy of collateral must be supplied to the City by the bank within five (5) business days of the close of each month via e-mail. The banking institution agrees to provide increased collateral as needed.

Please refer to Attachment 2 for our National Collateral Management Group information.

- c. **Account Structure** - The City maintains its financial records on a fund basis of accounting in conformance with generally accepted accounting principles. In conjunction with this type of accounting, the City currently utilizes a corporate commingled cash concentration account which combines monies into a single account with entitlement to the various portions of cash reflected in the Fund's general ledger accounts.

Working capital is a major influence for evaluating your current account structures and instituting change management.

Increase visibility and liquidity control with Physical Cash Concentration, which automatically consolidates cash within your existing account structure.

Benefits of our approach to cash concentration

Improve cash management efficiency
by automating the movement of funds to a consolidated position



Minimize interest expense by self-funding through a cash concentration structure



Optimize your cash and reduce overdraft occurrences by holding credit card balances in an account to cover short balances in others

With our cash concentration services, you:

- Centralize treasury management for greater visibility and control
- Lower costs by using internal cash for self-funding

- Reduce idle balances
- Maximize funds for investment
- Increase operational efficiencies
- Reduce administrative expenses, overdraft charges and costs related to obtaining funding from external sources
- Simplify and improve cash forecasting
- Facilitate reconciliation and simplify reporting

Physical cash concentration options



Figure 36

With the exception of the compensating balance account or any sweep accounts, all accounts will be set up as interest bearing checking accounts. Interest will be credited monthly based upon the weighted average daily balance of these accounts. The interest rate will be the rate proposed by the institution through this proposal. The Earnings Credit Rate (ECR) will be the rate proposed by the institution according to Appendix B.

Yes, we offer interest-bearing demand deposit accounts (DDA) including a standalone interest-bearing DDA and a Hybrid DDA. In the Hybrid DDA solution, balances earn an earnings credit allowance up to a predetermined threshold to offset certain bank service fees while balances above the threshold earn hard dollar interest. Thus, instead of sweeping to a separate account each night, excess balances remain in the DDA and earn interest.

The offered rates—on the standalone interest-bearing DDA and Hybrid DDA—are bank managed rates which are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps to maintain pricing flexibility while helping to protect you from the short-term rate volatility that could result from using an indexed rate.

Data has been provided on pages 8-11 to indicate the average monthly balance over the past twelve months, the average number of deposits per month, the average number of checks clearing the

accounts per month and various other statistical information which would be helpful for your institution in computing the fee proposal for the City’s accounts.

Thank you for providing the data, we have used this information to prepare the pro forma pricing provided in Attachment 14.

Currently the City has a corporate commingled cash concentration account for the majority of its deposit activity, an e-lockbox account for utility payments and a payroll account for bi-weekly payroll periods. Additionally, there is a Money Market Account, a Police Forfeiture Account, Workman’s Compensation Account and a Motor Fuel Fund Account. Separate bank accounts are established for various activities that are required to be separated by law. The City is seeking recommendations by the proposer(s) on various alternatives to structuring its accounts (i.e. concentration account sweep to an overnight repurchase account or collateralization of entire concentration account).

Upon award of the RFP, we will conduct a thorough review of the existing account structure and propose alternative solutions, such as implementing Virtual Reference Numbers (VRNs) and enhanced reconciliation processes for collections.

Core Banking Services

- d. **Commercial Banking Contact - The bank shall designate one (1) senior staff person and one (1) backup staff member who will serve as the City’s principal contact for purposes of questions and problem resolution throughout the life of the contract, for all commercial banking services.**

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Maleek Thomas	Relationship Manager	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-5333
Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

- e. **Compensating Balances and Monthly Account Analysis**

The City is asking each proposer to submit fee proposals both on a direct fee per item method with monthly payments for services rendered and a compensating balance payment method.

Please see section 7. *Cost Proposal*.

If the direct fee per item method is chosen, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis report shall be made available electronically to the City within 5 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume.

The City receives an account analysis statement each month identifying all services provided, product volumes and the resulting service charge incurred. The City benefits from retrieving electronic account analysis statements via our online portal.

Benefits of our approach to electronic account analysis statements

Get statements faster by downloading a PDF version on the sixth business day after your billing period closes



Analyze your way by grouping specific accounts and billing relationships together for online analysis

Export billing statement data into Excel or text (CSV) for further analysis using robust encryption technology



Manage access with user profiles that give access to specific accounts or billing relationships and in-house password resets

Account analysis statements—How it works

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

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

Fees can be managed using one of three approaches:

- **Option one:** The City can have funds on deposit earn hard dollar interest at a bank managed* interest rate which is currently at 0.28%. Interest accrues daily and is paid monthly.
- **Option two:** The City can have funds on deposit offset banking fees through earnings credit. The earnings credit rate is bank managed* and is currently 2.54%.

The earnings credit allowance is calculated based on the average daily positive collected balances in the non-interest-bearing accounts less the reserve requirement (currently 0%) using the following calculation:

Monthly earnings credit allowance calculation

$$\frac{(\text{Average monthly investable balance} \times \text{ECR} \times \text{actual number of days in month})}{\text{Actual number of days in year}}$$

- **Option three:** In today's current rate environment, the City may consider using our Hybrid demand deposit account for excess cash balances. The Hybrid DDA allows you to earn interest on excess funds without moving them to an investment account. This innovative solution opens the door to a simplified account structure, allows for balances to offset service fees and minimizes time spent managing investments.

The Hybrid DDA is a standard checking account that provides a combination of earnings credit and interest. With the Hybrid DDA solution, balances up to a predetermined threshold ("the peg balance") earn a bank managed* earnings credit allowance at the current rate of 2.54%. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance threshold earn hard dollar interest at a current bank managed* rate of 2.44%. Interest accrues daily and is paid monthly.

You can retrieve your electronic account analysis statements on the **sixth business day after the close of the billing period**. View, print and export all sections of your account analysis statement through the online portal.

Analysis statements are available in PDF, Excel and CSV formats. Additionally, EDI 822 format is available through direct transmission or secure email. We also offer CAMT.086 ISO formatted billing files, the newest industry standard electronic statement, for both U.S. and non-U.S. accounts.

You can group specific accounts and billing relationships together for online analysis purposes and create user profiles giving access to specific accounts or billing relationships, as required.

Please note, our standard method of payment is direct debit.

If the compensating balance method is selected, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis report shall be made available electronically to the City within 5 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume. Total charges will then be compared to total accumulated earning credits to determine the total net debit (due the bank) or credit (due the City).

Please refer to our response directly above.

- f. Online Banking - The City requires the successful proposer to provide internet-based banking services accessible by web browser (e.g., Internet Explorer, Google Chrome) or banking software. The City wishes to use online banking for the following, at a minimum:**

J.P. Morgan Access supports various operating systems and internet browsers. For optimal performance, refer to the recommended hardware and software specifications provided in Attachment 11.

1. **Customized daily balance reporting (ledger, available and collected) in multiple formats, including PDF and Microsoft Excel;**

The City receives both **prior-day** and **current-day** information on J.P. Morgan Access.

Information sharing is critical in today's fast-paced business environment. Our online portal provides a powerful tool that delivers timely, accurate data through reports that are easy to create and read—helping you analyze and manage cash flow.

The Account Balances snapshot view displays current or prior-day balances on the Home Page, and presents opening ledger, current ledger and current balances totals in an account or base currency. Cash reporting tools let the City create, customize and run up-to-the-minute reports on its accounts, all from a single location.

Your users select the information needed in the way they want it presented and schedule reports from a single page. Reports are customizable to fit your needs.

Receive prior-day information reporting by 7:00 a.m. CT. Receive current-day information of transactions posted (memo-posted transactions)—such as lockbox, wire, ACH, returns, controlled disbursement and demand depository accounts—throughout the day, within minutes of receipt or completion.

The City can also use our banking portal to consolidate information reporting for all company accounts either at J.P. Morgan or at any other bank. The online portal receives current-day and prior-day information from U.S. domestic banks through a third-party provider and from global banks through the SWIFT Network.

Manage all your bank account information through one application in one format at one time with this multibank service.

We fit the way you work

Save time with flexibility and ease of use—our banking portal fits the way you work:

- **Customize** your home page to provide information you need on one page
- **View, print, export, save and share**, without having to use paper unnecessarily
- **Sort, filter, search** with the ability to view checks and deposit images

Available export formats

You can export reports to Excel and PDF. Export facilities support several data sources: transaction details, current-day details, balance details, balance summary and corporate transaction details. You can export to Excel from any File List View.

The system can produce export files in a variety of formats, including CSV, BAI2, OFX, ISO camt.052/053/054 files and SWIFT MT942/MT940 formats.

2. **Detailed debit and credit postings (cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.) with ability to download data into PDF and Microsoft Excel spreadsheet formats;**

The City is able to see details debit and credit postings with the ability to export to Excel and other software packages. Please refer to our answer directly above for details.

3. Initiation of internal account-to-account transfers;

The City can initiate account transfers via the online portal.

4. Initiation of one-time and recurring wire transfers;

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

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

Future-date capability is available, supporting 365 calendar days for same-currency wires initiated from U.S. accounts.

The City can input repetitive wire transfer instructions (or standard templates) via J.P. Morgan Access or you have the option to send your newly created templates to us for verification prior to their activation (enhanced templates).

5. Initiation of ACH debit and credit transactions and creation of saved “instructions” or “templates” for recurring/repetitive ACH debit (collection) or credit (direct deposit) type transactions;

Based on your operational requirements, we recommend using our online portal, J.P. Morgan Access, for lower volume transaction files. Our fully integrated, browser-based platform provides easy-to-use applications for all of your information, compliance and portfolio management needs.

Originating ACH online via J.P. Morgan Access

Facilitate your origination of lower volume and manual entry of ACH payments—from payroll to disbursement to concentration—with J.P. Morgan Access.

Benefits of our approach to initiating ACH with J.P. Morgan Access

Save time by managing all transactions from one page



Use all services without logging out or moving between windows



Access critical information at your fingertips, like balances, while making payments



Rely on award-winning security protocols designed to safeguard your data



Customize your approach to recurring payments with customizable templates

Personalized experience: Effortlessly handle key transactions like wire transfers, ACH, and foreign exchange from a single, customizable page. Enhance security with filters and templates featuring locked fields for added security.

Time-saving intuitive portal: Our integrated reporting, productivity tools, and security services offer a seamless workflow across applications, minimizing the learning curve and simplifying payment initiation.

Customer-centric design: Built on user feedback, our service aligns with treasury managers' daily tasks, enabling easy initiation of payment methods from a unified, straightforward interface.

Use templates to simplify your process

Common sets of **intuitive templates** for each payment method are available to you. For example, easily create beneficiary templates with lockable and editable fields to set up recurring payments.

There are many ways to **customize** the system. J.P. Morgan Access can be configured with flexible sorting and filtering options to display only the features you use—in the order you prefer.

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

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

Transactions based on templates or entered in free-form mode are created by you, then batched, approved and released for processing.

Sample template details page

The screenshot displays the J.P. Morgan Access interface for a 'Multiple - USD 3,600.00' template. The status is 'Active'. The page is divided into several sections:

- Template Information:** Template Name: Multi (8)-Template Payroll; Template Description: payroll; Auto approve transactions from this template: NO; Auto release transactions from this template: NO; Template Type: Standard; Schedule Transactions: Schedule Set (View button).
- Transaction Information:** Ordering Account: 1bb2345; Bank ID: --; Status: Active; Account Balance: 3398313; Company/Entity Name and ID: Bowery Gallery / 20190001; Ordering/Originating Account Name: New York Account; Method: ACH Credit; Branch Location: JPMC New York; Transaction Category: PayrollPayments; Bank Name: --; Beneficiary Bank Country: --.
- Routing/Reference Information:** Filter by Column: Beneficiary Name (Filter by Text, APPLY FILTER, RESET buttons). A table lists beneficiaries with columns for Beneficiary Name, Beneficiary ID, Hold, Default Payment Amount, Bank ABA, Account Number, and Account Type.

☐	Beneficiary Name	Beneficiary ID	Hold	Default Payment Amount	Bank ABA	Account Number	Account Type
☐	Louise Fitzgerald	62342	NO	3,500.00	34512131	1bb275	Checking
☐	John Smith	44322	NO	3,200.00	3986439	1bb64	Checking
☐	Marge Jones	12345	NO	3,000.00	9852910	1bb342	Checking
☐	Anderson Lane	12345	NO	4,000.00	5637357	1bb4532	Savings
☐	Louise Smith	623422	NO	3,500.00	34512131	1bb275	Checking
☐	John Fitzgerald	44321	NO	3,200.00	3986439	1bb64	Checking

At the bottom of the table are buttons: MODIFY, VIEW HISTORY, CLOSE, and MORE. A chat icon is visible in the bottom right corner.

Figure 37

ACH files generated through the banking portal are retrieved and processed several times each business day for next-day processing (or same-day, when applicable).

Advantage for the City: ACH files generated online are delivered for processing nine times each business day, Monday through Friday.

6. Placement of stop payment orders;

Stop payments can be placed through our online portal, J.P. Morgan Access, by an authorized user at any of the City's locations, either directly from the "Stops" function, or more efficiently, by using the "Inquiry" function, where the check numbers are validated against the issued items. Additionally, stops can be sent via a file transmission.

When placing stops, the system searches 90 days of transaction history to identify if the check has been paid (extended retention periods are available). If our records show the check has been paid, the system will report the date the item was paid. Once the stop payment is submitted, the City will receive online confirmation of the successful stop request. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through the banking portal.

Online stop payment request

The screenshot shows the J.P. Morgan Access online stop payment request interface. The top navigation bar includes links for Home, Payments, Liquidity, Receivables, Checks, Loans, Reports & Statements, Virtual Branch, Administration, and More Services. Below this is a secondary navigation bar with links for Home, Inquiry, Stops, Photos, Data Download, Recon Input, Check Print, Recon Output, PosPay, Rev PosPay, ACH Filter, Approvals, and Reports. The main content area is titled "STOP PAYMENT REQUEST" and contains a form with the following fields:

- Account: 0600011111-Classic Check
- Request Type: Single (selected), Range
- Check No.: 12345
- Payee: [Empty field]
- Reason: Other (selected)
- Amount: [Empty field]

Below the form is a table with the following columns: Account, Check No., To Check No., Amount, Payee, Reason, and Alternate Action. The table is currently empty, and a message states: "Your search did not return any results. Alternatively, you can: Search again using different search terms".

The footer of the page includes links for Site map, Security, Privacy, Contact Us, and Terms & Conditions, along with the copyright notice: © 2020 JPMorgan Chase & Co.

Figure 38

Stop payments are effective for one year and will automatically renew annually for six additional years unless revoked.

Auto-renewals can be turned off or set for fewer renewals (years) at the account level.

7. Positive pay: including a) ability to edit upload format and b) ability to void checks;

As part of a full range of disbursement services available, J.P. Morgan Access positive pay allows the City to send positive pay issue files via the internet. Our internet delivery channel provides a foundation for secure and traceable communications between you and J.P. Morgan using standard browser software.

Additionally, our online portal enables you to use the internet to review digital images of all exception items and provide instruction to pay or return each item from a single page. Payee name exceptions are conveniently delivered along with all other types of exceptions, so you are able to easily employ the most up-to-date fraud protection services. Email notification offers a convenient way to know when exceptions are available for review.

- 1) With J.P. Morgan Access positive pay, you provide us with a positive pay issue file containing check amounts and serial numbers. Simply supply issue data to us via file transmission, online upload or manual entry into the online portal. The deadline for you to submit manual entry or file upload via the online portal is 9:30 p.m. CT. The deadline for you to transmit check issuance files via direct transmission to the bank is 9:45 p.m. CT.
- 2) Daily checks presented are then systematically compared against your positive pay check issue file. We review and scrub any exceptions to verify that there are no misencoded items.
- 3) Our online portal generates an exception report the next business day that identifies any mismatched or no-issue information on file items. A notification is emailed based on your defined email groups at

the beginning of the following business day. Your authorized user(s) are provided the report of exceptions upon log on for pay/return decisioning.

- 4) The exception items report provides both a front and back image of each item. Your authorized users simply click on the check number of each item to view front and back check images. They select the 'pay' or 'return' button for each item—or select the 'pay all' or 'return all' button—and then electronically submit the decisions to the bank. You receive an online confirmation indicating the submission was successful, which is saved electronically or you can print it for future reference. This functionality requires no special software.

Positive pay exception decision entry

Chk#: 2005
Payee Line 1
Payee Line 2
Comments:

Account No.	Check No.	Amount	Paid Date	Ex. Type	Default	Pay	Rtn	Return Reason
00000011111	2004	302.51	11-Apr-22	PNI	Return	☐	☐	
00000011111	2005	406.03	11-Apr-22	PNI	Return	☐	☐	
00000011111	2006	509.55	11-Apr-22	PNI	Return	☐	☐	
00000011111	2007	613.07	11-Apr-22	MAX	Return	☐	☐	
00000011111	2008	716.59	11-Apr-22	PNI	Return	☐	☐	
00000011111	2009	820.11	11-Apr-22	PNI	Return	☐	☐	
00000011111	2010	923.63	11-Apr-22	PNI	Return	☐	☐	
00000011111	2011	1027.15	11-Apr-22	PDJ	Return	☐	☐	
00000011111	E-2012	1130.67	11-Apr-22	PNI	Return	☐	☐	
00000011111	E-2013	1234.19	11-Apr-22	PNI	Return	☐	☐	

Figure 39

Payee verification—How it works

We also recommend using positive pay payee verification to provide an additional layer of fraud prevention protection. For payee verification, you provide the bank with payee names in your check issue file transmission, online file upload or by manual entry on J.P. Morgan Access.

While positive pay matches the MICR information of your presented check to the issue file, payee verification takes the additional step of validating that the payee name matches issue file payee information. Our payee name review digitally interrogates the payee name and also looks for alterations or additions above, below or to the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors, and remaining items are sent in the daily positive pay exception reporting for decisioning.

J.P. Morgan's positive pay with payee verification

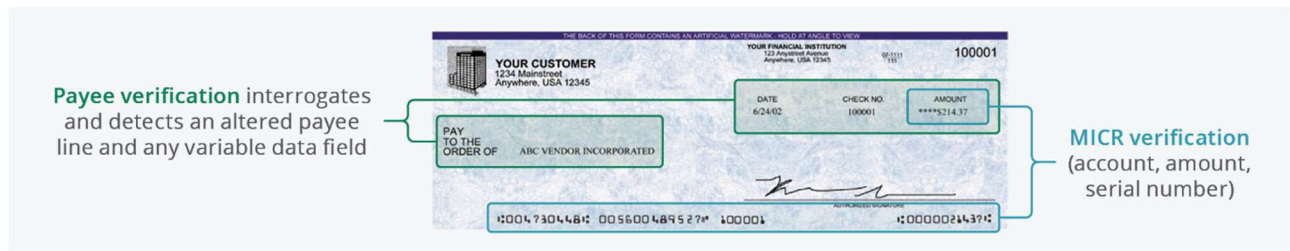


Figure 40

Teller line positive pay—How it works

Teller line positive pay is the strongest defense available to prevent check fraud. Within one hour of receipt of the issue file, we update our teller line system. When a check is presented for payment at a Chase teller window, the teller system determines the validity of the issued check prior to payment. We deny encashment on any items not found as matching open entries on the issue file. Checks deposited at a Chase ATM are screened against the positive pay records.

Exception notification—How it works

Using “PUSH” technology, J.P. Morgan Access provides a daily positive pay email notification that indicates accounts with exception items (or discrepancies) or a notice stating “no items today.” Notification is sent by 11:00 a.m. CT and includes a link to the online portal logon page. Local bank time is defined by the account’s processing state.

If there are exception items to view, your authorized user logs on to J.P. Morgan Access to review the list. Once logged on, authorized users click the check number of each item to view images of the front and back of the check, select the pay or return button for each item (or select the pay all or return all button), and submit the decision to the bank. You have until 4:00 p.m. CT to notify the bank of your pay/no pay decisions.

Optionally, receive a reminder email notification. If outstanding exceptions still require a decision at 3:00 p.m. CT, the bank sends out a reminder email notification indicating that the bank is awaiting a final payment decision. A default decision is applied to any positive pay exception item that is still awaiting a payment disposition by 4:00 p.m. CT. While the typical default is setup as return, you determine specific default parameters during the client onboarding process.

Custom formats

With J.P. Morgan Access, you have the flexibility to create custom formats tailored to your needs by choosing from available field values. If a particular field is not listed, it means we are unable to store that information at this time, and it cannot be included in your submission.

Voids

Voids can be placed online via J.P. Morgan Access or sent by file transmission. The void is effective real time.

For same-day action, void requests must be received by 7:00 p.m. CT when submitted via J.P. Morgan Access, or by 9:45 p.m. CT when submitted by direct transmission.

We recommend that when a check is printed and released by the City, a stop payment be placed versus a void. Voids should be placed when the check has not been released. Stop payments are in effect for one year with an option to renew for six additional years, and if the check is presented for payment the bank will automatically return the item. For clients who choose to place a void on a check, if the item is presented for payment and the account subscribes to positive pay, the paid check will be communicated via J.P. Morgan Access as a "Cancel On File" check exception for the client to then make a pay or return decision on the item. Therefore, a stop payment provides a more efficient method of handling an outstanding check that is not to be honored.

8. Generation of BAI files;

The City may use J.P. Morgan Access to export files in BAI2.

File Transmission Reporting supports a variety of file formats for current-day and prior reports that integrate directly with your ERP or treasury workstation system, including BAI2.

9. Monthly Statements in multiple formats (PDF, Excel, etc.);

The City receives bank account statements electronically for each account via online delivery or transmission.

- **Online bank statements:** Save and print the statement in PDF format, as well as export data to an Excel spreadsheet or in CSV format.
- **Transmitted bank statement:** Receive electronic statements directly into a statement archive, eliminating saving documents and paper copies manually. Choose from several format options: Excel, PDF and CSV.

10. Monthly check reconciliation files for uploading into City's financial system (Excel format);

We currently offer downloads in .txt or .csv formats. The .csv file will automatically open in Excel. To save your data as an Excel workbook, simply open the .csv file in Excel and then use the "Save As" option to save it as an .xlsx file.

View your reconciliation report package on J.P. Morgan Access within five business days from the close of a cutoff cycle. Download reconciliation reports in PDF and daily paid files in TXT format from the Recon Output tab in Access Checks.

Account reconciliation reports

Customer International Global, Inc.

Package: Recon Reports Start Date: 12-Mar-22 End Date: 12-Apr-22 Search

Select All Unselect All

☐ Output ☐ Accounts

☐ Coversheet ☐ 0000002222-ARP Pos Pay

☐ Recon Data File ☐ 0000003333-ARP Pos Pay Payee Name

☐ Recap of Posted Items ☐ 0000004444-ARP Pos Pay Custom

☐ Outstanding Settlement Report

Select	Account	Output Name	Cut Off Date	View
☐	0000002222	Consolidated Diagnostic Summary Report	31-Mar-22	View
☐	0000002222	Consolidated Reconciliation Report	31-Mar-22	View
☐	0000002222	Miscellaneous Credit Reconciliation Report	31-Mar-22	View
☐	0000002222	Outstanding Settlement Report	31-Mar-22	View
☐	0000002222	Paid Only Reconciliation Report	31-Mar-22	View
☐	0000002222	Paid Only Diagnostic Report	31-Mar-22	View
☐	0000002222	Recap Of Posted Items	31-Mar-22	View
☐	0000002222	Miscellaneous Debit Reconciliation Report	31-Mar-22	View
☐	0000002222	Unpaid Only Diagnostic Report	31-Mar-22	View
☐	0000002222	Unpaid Only Reconciliation Report	31-Mar-22	View
☐	0000002222	Recon Data File	31-Mar-22	View

END OF RECORDS

Select All Unselect All Download Selected Download All

Figure 41

Data Download

Use the Data Download feature of the banking portal to reconcile accounts or perform extensive research on check activity. Data Download allows you to download disbursement transaction detail information in a CSV or QuickBooks format file (QBO).

Transactions available for ARP include outstanding and cancelled check status transactions along with paid, stop payment and return transactions. Non-ARP accounts only have paid, stop payment and return transactions reported.

To meet your reporting needs, determine filters from these options:

- Account number
- Transaction status category
- Date paid
- Effective date

Each request is tracked and delivered in your inbox on the online portal.

With activation of reconciliation service, you incur a monthly maintenance fee on your account analysis statement.

Information reporting

In addition, Controlled Disbursement funding and detail information is available via our File Transmission service and/or from J.P. Morgan Access Cash Reports. These formats provide current and prior day reporting of your Controlled Disbursement balances and transaction activity that posted to the account (i.e., does not include outstanding checks)

- Balance and Transaction Detail reports available online, downloaded to **Excel** and PDF
- Export files in CSV, BAI2 and QuickBooks (QBO)
- ISO camt.052/.053/.054 and Swift MT942/MT940 formats

Incoming and outgoing files

Manage file delivery per your preference:

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

For validation, receive an automated acknowledgement of your check issuance file transmission within one hour of file receipt, via the internet or transmission. For ARP input file specifications, please see the *ARP Issue File Layout* sample in Attachment 15.

11. Notification and retrieval of NSF, ACH exceptions, or other return items, including automatic 2nd attempt of NSF checks;

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

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

ACH exceptions

Returned funds post at the end of the banking business day. Keep in mind:

- Prior to posting, information about these items is available on our J.P. Morgan Access current-day report
- To confirm a return belongs to you, we perform edits on account number, date, individual ID and trace number

Advantage for the City: We have carefully designed our return item process to **minimize the problems** exception items can cause.

Thoughtful return item processing

We carefully designed our return item process so that it acts as an interface to help provide you with accurate data. This was done to minimize the problems associated with exception items.

The bank may provide return items to you through:

- Direct transmission
- Encrypted email
- Return and Exception Report online from J.P. Morgan Access

We strongly recommend you utilize data transmission options to reduce delivery problems and minimize the time between the return and the time to receive notification of a return.

We want you to have accurate data

To give you complete and accurate data on each return, we use key fields from the returned items to retrieve the original record sent to us from a historical file. This file contains records for ACH transactions initiated in the past 15 months. Keep in mind:

- If the search doesn't locate an exact match, the entries are declined and sent to the Receiving Depository Financial Institution (RDFI) for correction and resubmission
- If the correct item is found, data from the original record is supplied to you with the reason for the return
- We issue one debit per entity or application against your account for the total of the return file and include all returns in a single return transmission to help simplify reconciliation
- Returned credits are included in the return data file and are credited to your checking account with a separate entry per company ID
- Return entries are not netted against one another or against the new item settlement

Automatic redeposits

We automatically redeposit return items if they've been returned for a reason that's eligible for redeposit, such as non-sufficient funds (NSF). Return items are redeposited one time.

Re-presented Check Entry (RCK) allows up to two redeposits if an item is eligible. The redeposits occur one time by paper and another by ACH, or through two ACH presentments with no paper redeposit.

12. Accounts Payable check inquiries (electronic document storage and import/export capability) – The City desires access to scanned images of cleared checks and other bank documents. Imaging methods that have an indexed format and that can be searched (check amount, check #, check date, etc.) are preferred.

Initiate check status inquiries, place stop payment requests and removals and view images of paid items.

Perform single and range-based searches by account number, check number and amount, sequence number, paid and issue date and payee name. Custom search fields chosen by the City, such as general ledger number or vendor number can be used. The results tell you whether the check is still outstanding, has an active or revoked stop, is canceled (voided), was returned or has been paid.

The check inquiry feature provides online image history for 7 years as a standard offering, with an option to extend to 10 years.

13. E-Lockbox service (online bank payments made by customers) where the City is sent, or can download, a daily Excel or text file for upload into its financial system

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

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

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

WHY WORK WITH US?

We offer eLockbox consolidation for bill payments and remittances from more than 70 providers, including Fiserv, FIS, MasterCard RPPS, IPP, ORCC, i-Pay, MoneyGram, Western Union, Yodlee, U.S. Government agencies, and the Federal Reserve Bank, among others, enabling you to streamline your accounts receivable update process.

Benefits of our approach to ACH eLockbox

Streamlined processing via consolidated, straight-through consumer, business or government processing



Accelerated availability and improved productivity through reduced mail, processing and check clearing float

Expedited exception handling and data validation to improve your remittance and posting accuracy



Increased security using a unique account number that our back office maps to your actual bank account number

Payment settlement time decreased to one or two days—down from four to seven days



Lower overall cost associated with payment processing and application

Transaction Repair is available through J.P. Morgan Access

We designed Transaction Repair to help you review and repair exception items online for faster posting to your back-office system. Just submit returns and notifications of change to your originators online through our Transaction Repair service or J.P. Morgan Access Transaction Services to correct future issues and improve straight-through processing.

How ACH eLockbox works

- 1. First, the City notifies your payment processors to send the payment files directly to your ACH eLockbox. We work with each processor on your behalf to complete the payment redirection.
- 2. Your customers send you payments electronically (e.g., online banking, credit cards, bank by phone, government remitters).
- 3. After validating the billing account numbers and data match each transaction, we consolidate the payments automatically on receipt.
- 4. A single credit, along with remittances, posts to your account—all in the same business day.

GIVING YOU AN ADVANTAGE

ACH eLockbox service improves consumer satisfaction through faster:

- Payment posting
- Research
- Problem resolution

ACH eLockbox: How it works

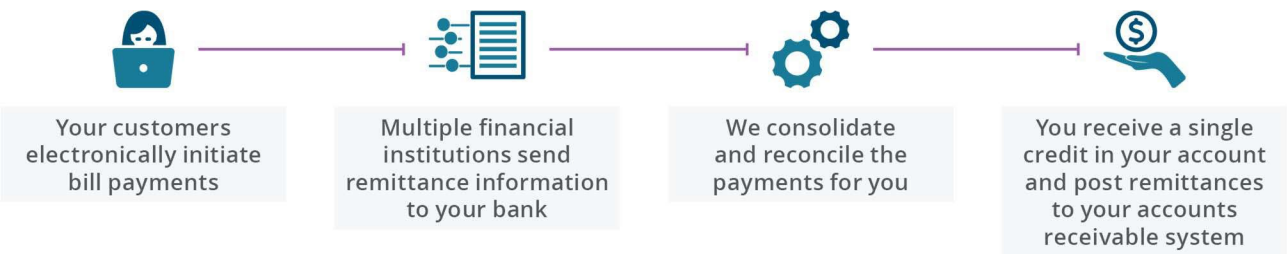


Figure 42

Added security

We help protect your account information by issuing you City-specific account number that’s used to collect payments into your ACH eLockbox account. This account number is translated to your actual account number by our back office.

Streamlined information reporting

We format daily remittance data into either our standard accounts receivable format or your proprietary format, such as:

- Billing data
- Corresponding dollar amounts
- Transaction edits

Data gets routed directly to your back office through ACH eLockbox. Plus, we provide batch ranges for the electronic payments.

We also offer you the choice of integrating the data into our file management service (File Transmission Receivables and Advising Reporting), which retrieves and consolidates lockbox, ACH and wire payment details and transmits it to your accounts receivable system.

Improved settlement and customer service

With ACH eLockbox, you have access to timely payment information, which allows you to respond to your customer inquiries without delays. It also helps you avoid unnecessary service disruptions by shortening the payment settlement process by up to two days.

Efficient exception processing

With ACH eLockbox you receive an exception report that shows where payment edits failed. This helps you reduce manual exception processing hassles and collection costs linked with your bill payment service providers' "check and list" information. As a result, your staff can:

- Address and return exceptions more quickly to the originator
- Have notification of changes automatically sent to the payment originator for payee database updates
- Search and view remittance information online
- Return transactions and submit notifications of change to originators to correct future transactions

Remember to submit returns and notification of change requests using our Transaction Repair service or through J.P. Morgan Access Transaction Services.

ACH eLockbox Transaction Repair

Transaction Repair is an option through J.P. Morgan Access that streamlines the exception process. Use Transaction Repair to review and repair exception items online for faster posting to your back-office system.

We match incoming transactions against your posting rules (e.g., customer reference number or account number) and send you a list of exceptions to review and repair online via the online portal to facilitate posting.

Transaction Repair allows you to return transactions you cannot post or submit notifications of change electronically to the originators to correct future transactions to improve straight-through processing.

Additionally, you can:

- Act on and validate payments from your customers to accept incoming CIE, CCD, CCD+, CTX, web, TEL, PPD and PPD+ transactions
- Automatically receive and review transactions that don't meet your edit/validation instructions and correct these transactions securely online

When we receive your online corrections by the established cutoff time, we will remit the corresponding payments to you in your designated eLockbox posting file that same day. Further reduce future exceptions with our Auto Repair feature, where any repairs you make will be automatically applied to any future incoming items with that same erroneous information.

ACH eLockbox Transaction Review and Repair: How it works

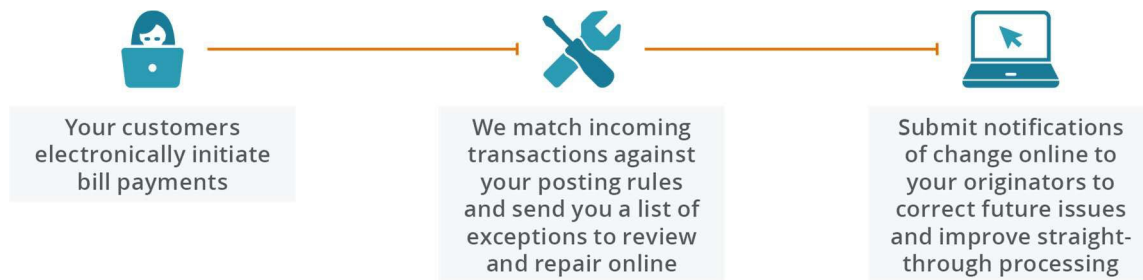


Figure 43

Auto Repair Option: Let us correct and repair transactions automatically and then send to you for automatic posting.

Reporting, posting and funding

We post one payment to your bank account at the opening of bank business. This total correlates to the total of the detailed payment file transmitted to you. The daily posting files and other standard reports are delivered through J.P. Morgan Access.

ACH eLockbox funds movement timeline



Figure 44

* Subject to applicable cutoff times.

Convenient cutoff times

- **Opening of bank business:** We consolidate payment activity through 2:00 a.m. CT (subject to applicable cutoff times) each banking day and render settlement and data to you by the opening of bank business.
- **Intraday payment file:** We report intraday payments, whereby payments made by consumers or corporations that are received by us by 1:00 p.m. CT are reported to you by 4:00 p.m. CT.

A thorough implementation process

ACH eLockbox implementations take anywhere from four to eight weeks—longer depending on customization requirements. We work with you to determine your requirements, including account format, reporting format and data transmission connections.

We validate bank account numbers, mask combinations and support updates, as necessary, to apply against the next incoming file from various providers. You can also choose to receive both standard and customized reports via transmission or encrypted email.

To minimize file processing errors, we perform testing on new electronic remittance customers as well as changes that affect the mask combination table and correction file process.

Incoming ACH items are marked by the originator for deposit in your bank account with accompanying remittance detail provided per your specifications. You see one daily credit post with detailed payment reporting provided separately.

Ongoing support

After implementation, you will have access to a centralized support hotline and email address for all of your inquiries.

14. Image Direct Deposit – the City shall be able to deposit and research (check amount, check #, check date, etc.) checks remotely

Remote Deposit Capture allows clients to scan checks and full-page documents from their desktop or mobile device and electronically send the images to the bank for deposit.

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

Remote Deposit Capture can help you move from paper-intense operations toward electronic solutions.

The solution allows the City to deposit business, government and consumer checks, Postal Money Orders, Western Union Money Orders, demand drafts and government warrants.

To use our remote capture services in the U.S., checks must be:

- Scanned from a U.S. location
- Drawn on a U.S. financial institution and in U.S. dollars
- Deposited into a J.P. Morgan U.S.-domiciled DDA

You need only a high-speed internet connection, a desktop check scanner and a Windows-based PC.

Remote Deposit Capture workflow

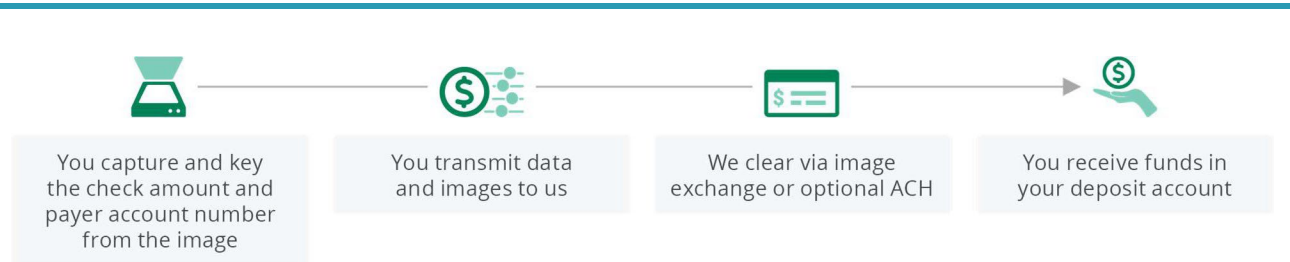


Figure 45

Security for the on-line banking services is of paramount importance to protect the City's assets. The security should include at a minimum:

- **Secure customer and user on-boarding processes**

Please refer to Attachment 20 for our J.P. Morgan Access What to Expect checklist that details our secure onboarding process.

- **Controlled user access with separation of duties**

Benefit from **optimal control** and **flexibility** with a wide range of security options:

- Designate the rights of each user on the system
- Configure comprehensive user entitlements, limits and approval
- Enable dual control among users, daily or transaction limits and approval rules
- Set restrictions on each user by dollar amount—single transaction, daily aggregate or both—and function

By separating duties, accounts and approval workflows, the City **reduces the risk of fraud or compromised data**. Your security administrators are the only individuals able to assign users with transaction initiation privileges.

By giving access to accounts to your key users, benefit from the **visibility you need** to manage funds, risk and operations at the organization-wide level.

Standard security administrator model

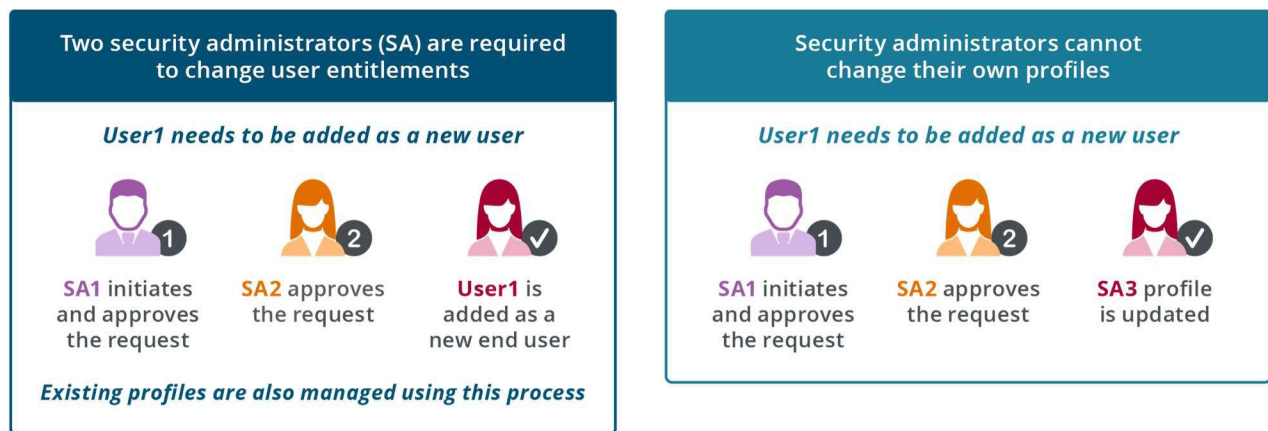


Figure 46

You may waive the requirement that a security administrator cannot make a change to their own profile providing a second security administrator approves those changes.

- **Multi-factor user authentication security**

J.P. Morgan Access employs multi-factor authentication of users based on a personal password and physical timebased one time pin (TOTP) security token.

- **Increased security credential requirements for more sensitive functionality**

After three log on attempts, the system automatically locks out a user who enters an invalid password and generates an entry in the security log. The three failed log on attempt restriction prior to disabling a user is on a per session basis. This is set by our systems.

Computer registration: Each time a user logs on through an unrecognized computer, the system prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as email, help desk or in person by a City security administrator

- **Transaction limits for value-bearing payments**

The City's security environment is maintained by your assigned security administrators, who create and authorize users for online services. Using online administration tools, security administrators can lock down security with precise user entitlements, limits and account settings and generate entitlement reports to meet auditing requirements.

- **End-to-end audit logging**

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

- **Session inactivity timeout**

Yes, J.P. Morgan Access automatically logs users off the system after 15 minutes of inactivity.

After 180 consecutive days of nonuse, the user ID becomes inactive. After an additional 180 days of inactivity, the user ID is deleted.

- **Required password changes**

As part of the user creation and standard authentication process by your Security Administrators, J.P. Morgan Access will automatically create temporary user passwords. Users will receive their one-time password via email, which is generated automatically by the system. When a new user first logs in, they are required to change this temporary password, entering a password of their choice that meets the required parameters.

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

- **User Education and Alerts**

Access a single and consistent location called the Access Help Center for product and service learning options, a guides library, an intuitive online webinar registration tool that allows your staff to participate as needed—plus other tools and resources.

Alerts

J.P. Morgan Access offers a wide variety of customizable business critical alert notifications to save you time and make sure you do not miss anything.

Alert notifications are free and activation is easy. Your users are auto-subscribed to some notifications and can subscribe to others, depending on the notification types and user entitlements. Your users can elect to receive alert notifications via email and/or online via the Alerts Inbox.

Define, manage and view messages from anywhere in the online portal. For example:

- Set up alerts for when balances are above or below a preferred level, transactions/checks are available, or payments require your attention, with links to supporting detail
- Choose to be alerted to new items in your payments inbox that require action, such as transactions pending approval or see templates that have been modified
- Receive an alert when a scheduled report is complete

Options are available for users to specify the type of transaction, the account, amount range etc., and in this case, your users can opt to receive an alert notification whenever an outgoing payment above a pre-defined amount is posted to the specified account. Designate up to 25 users to receive email alert notifications; personal email addresses are not allowed.

Additionally, online Security Alerts are delivered automatically to help you identify any unauthorized activity on your accounts and online profile. You cannot unsubscribe from these alert notifications. However, you can specify the delivery method.

Additionally, the awarded bank should provide secured facilities with best-practices in support of online banking operations including:

- **Secured data centers**

Physical security controls include but are not limited to the following:

- An access card is issued to each employee, and access to individual areas is checked and restricted by the user's entitlements.
- The Firm has a visitor management policy that requires all visitors to be registered and escorted whilst on premises, which is enforced by Front of House teams. Some vendors may be allowed access and an access card upon successful completion of screening/vetting in line with the Firm's contingent worker process.
- Protecting the Firm's sensitive physical areas, such as, technical and engineering rooms, data centers and commodity locations with an enhanced layered security model.
- Protecting the Firm's data from theft, fraud, corruption, or natural disaster.
- Protecting the Firm's staff whilst travelling (executive protection, event security for employees, clients, and guests).

- **Network firewalls**

Network access to the firm is governed by firewall and proxy technology which is designed to comply with the firm's authentication requirements and to prevent unauthorized devices from connecting to the network. Network security logs are captured and forwarded to a central repository providing an alert and forensics based ability to drive detections and confirm integrity of systems.

JPMC utilizes a number of monitoring tools and processes to detect and identify the presence of abnormalities. These include, but are not limited to Security Incident and Event Management (SIEM) and Network Access Control. JPMC employs layered controls from the perimeter to the endpoint to identify, protect, detect, and respond to cyber events. Cybersecurity Operations leverages SIEM capabilities for the logging, monitoring, and detection of malicious activity. The SIEM system intakes security events, correlates them, and alerts Cybersecurity Operations of the event based on established criteria and thresholds.

- **Network and system monitoring**

Yes. The Firm employs layered controls from the perimeter to the endpoint to identify, protect, detect and respond to cyber events. Cybersecurity Operations leverages SIEM capabilities for the logging, monitoring and detection of malicious activity. The SIEM system intakes security events, correlates them and alerts Cybersecurity Operations analysts of the event.

- **Disaster recovery with rapid response capabilities**

Recovering from, or even avoiding a service disruption, whether a component failure or a full-scale disaster, depends on a comprehensive and effective contingency and business resiliency planning process combined with experienced people to execute the plan. Our business resiliency plans address all aspects of the business—including employees, facilities, systems, telecommunications, and third parties. Our business resiliency plans are living documents that we update on an ongoing basis to incorporate lessons learned. They are also tested regularly to validate the effectiveness and completeness of the plans.

Planning for disasters

The importance of preparation

Our global footprint provides built-in redundancy for many core processing, operations and service delivery functions.

We have strategically located data centers and operation centers throughout the world. This geographic distribution helps to reduce the impact of a local disruption on our business.

The preparation

We understand how critical it is to have a business resiliency program in place. When the news hits about potential disaster situations, such as a hurricane, our business resiliency planning program has already activated.

We do extensive planning to be ready for situations where our clients may lose critical infrastructure and resources necessary to transact business, including payroll and deposits, through typical channels.

Our preparation involves information gathering about our clients in the impacted region. This allows us to provide clients with alternative options for issuing checks, submitting payroll and other file transmissions before a hurricane or other disaster event strikes the region. An overview of our Business Resiliency Program is included in Attachment 9. Additional considerations are listed in the below section for helping you plan your organization's business resiliency program.

Considerations when creating your business resiliency program

J.P. Morgan also recommends **best practices** for our clients' internal business resiliency planning efforts, such as the following:

- Verify your mobile information is updated with us, so we can contact you in case you are unable to reach your offices.
- Plan for having sufficient cash on hand to be ready when your business reopens.
- Make certain any services that are part of your business resiliency planning program are setup in advance. For example:

- Use J.P. Morgan Access to upload files if you are unable to send in a direct transmission.
- Use J.P. Morgan Access to manually enter transactions.
- Submit same-day ACH files to originate transactions less than \$1,000,000. Update “opt out” status, if applicable.
- Consider deadlines for check print outsourcing as part of your business resiliency planning. \
 - Next-day mail – 7:00 p.m. CT
 - Same-day mail – 7:30 a.m. CT
- Coin and currency
 - When using vault, confirm armored courier contact information is up-to-date with your courier.
 - When using night drop, consider alternative locations in case the primary location is not available.
- Commercial card clients may want to consider contacting your commercial card relationship manager or program manager for assistance with increasing limits, expanding merchant category code groups or verifying account status.

We’re here to help!

The importance of preparation

In the event of a disaster, we strive to maintain service at the levels established during normal operations. We will work hard to keep our clients informed throughout the entire event.

How we helped

We understand the need to have a bank that helps clients navigate both living and working through an actual disaster and the aftermath. We have employees on the ground for these natural disasters, just like our clients, so we understand how our collective businesses and people are impacted by a disaster. We work hard to be there for you and our own people. Understanding our clients and their businesses is key. We were here for our clients when they needed us most. The following examples illustrate how we help our clients during these events:

- After a natural disaster, J.P. Morgan immediately begins its recovery efforts, including prioritizing cash shipments to branches with the greatest needs, and refunding or waiving certain fees to eligible customers in the affected areas.

- Relationship managers worked with clients to quickly determine cash flow concerns.
- Our client services associate's (CSA) knowledge and understanding of their clients helps them identify the need for action. The constant outreach by our CSAs, coupled with their understanding of our clients' needs is an invaluable asset for J.P. Morgan that provides many benefits for our clients.

How we helped!

- Communication
- Understanding time-sensitivity
- Understanding client needs
- Looking out for fraud
- Escalating issues and change requests

- Our product teams evaluate the storm and take action to determine how the storm may affect our clients. This prompted a relationship manager and client service manager to reach out to a client to determine their immediate needs. One client's large geographically disbursed retail presence had them making fast decisions and quick changes. The client was extremely appreciative of our efforts and stressed that of all of their banks, J.P. Morgan was the most effective with communication. We provided daily reports about open branches, allowing this client to make informed decisions about how to make deposits, while battling the floods and effects of the storm.
- Our employees receive emergency housing or other assistance from J.P. Morgan after a natural disaster has happened. While the business is focused on taking care of its employees, the bank prepares to help communities across the country—even before a natural disaster has happened. That includes making sure ATMs and branches have enough funds and are up and running so customers can have access to their money when they need it.

• Change Management

All production changes follow a standard change management and approval process which covers, planning and testing, impact assessment and approvals.

Development, test and production environments are logically separated from each other and are typically also physically separated.

The environments have controls that are commensurate with their criticality and sensitivity.

Significant modifications, major enhancements and new systems are integration tested prior to installation of the software in production.

User Acceptance testing is conducted in a separate, independently controlled environment.

Program source code is managed using version control and source code under development is segregated from programs that are in production. Access to source code libraries is controlled based on business and functional need.

• Penetration testing

J.P. Morgan applies a multi layered approach to vulnerability management of which internal penetration testing (assessments) is but one part. That function, which is independent of our application development teams, utilizes risk-based scope scenarios and attempts to duplicate the actions of adversaries, providing JPMC with a more in-depth analysis of security-related weaknesses/deficiencies. We also incorporate established industry best practices and use standardized testing frameworks (i.e., OWASP and PCI DSS) in its assessment.

Network

On at least an annual basis and/or after significant material change, we perform a penetration test of its external network perimeter using various tools and techniques. Testing methodologies are based upon, but not limited by, standards from established industry bodies such as NIST and OSSTMM. The methodologies typically involve mass scanning techniques, information gathering, reconnaissance and manual evaluation to establish a security baseline whilst also monitoring the environment on an ongoing basis to help make sure security is maintained.

Application

J.P. Morgan has documented multiple application specific penetration testing methodologies which make certain in-scope applications are tested at least annually. Testing is an in-depth assessment that combines manual and automated approaches to methodically evaluate the effectiveness of an application's security controls. This assessment, by using methods a real attacker would use, identifies data driven or context-based flaws that are unlikely to be revealed via application scanning alone. Testing involves dynamic real-time analysis of the application and utilizes testing techniques that are aligned with, but not limited by, best practices set by industry standards bodies (i.e., OWASP).

All results from penetration testing are input into a system of record and the management framework classifies and prioritizes each vulnerability using the firmwide scoring model. Service Level Agreements are in place to guide the Line of Business for resolving identified vulnerabilities.

- **Computer incidence response team**

The firmwide Cybersecurity Incident Management Process is managed and governed by the Enterprise Incident Management Process team and the Technology Incident Management standard.

The Cybersecurity Incident Management process is a centralized process utilized for cybersecurity incidents that require escalated engagement in alignment with the Security Incident Management standard and the Cybersecurity Incident Management Playbook. The process focuses on institutionalizing coordination, communication, and escalation activities enabling seamless coordination for effective and timely issue resolution. The Cybersecurity Incident Management Playbook enables standardized and repeatable actions in response to all cybersecurity incidents and includes guidelines and framework around communications and any necessary escalations.

The Firm's Incident Management Framework is an "all hazards" approach designed to respond to a service interruption and restore service. This includes tracking incidents through resolution. Resolution of incidents is performed through tiers of support services, with service providers utilized as appropriate.

The firmwide Incident Management process includes engagement and communication to Senior Leadership and appropriate level of notification to external entities. The Firm has a detailed plan of execution of the Red/Amber process that is utilized for similar impacting events across other towers in the bank.

Additional Information

During the incident management life cycle of an incident, remediation efforts and escalations are documented within a portal used to organize and track activity. If impact is evidenced, response escalations are triggered

and senior leaders of the organization are assembled to prepare for appropriate internal and external response based on the magnitude and/or severity of the impact. Internal and external communications funnel through this leadership team to support continuity across the firm. If crisis is determined, the appropriate business continuity plans are identified and executed.

Lines of Business (LOB's) establish and maintain Incident Reporting procedures to meet applicable regulatory requirements based on business-driven rules and in line with our Technology legal obligations as referenced in the Enterprise Incident Management Process document.

- g. Transfers Between Accounts - On a regular basis, the City will make transfers between its various accounts. Transfers will be done electronically, via the internet, by the City, except in instances where manual transactions are required (e.g., when online services are not available). Credit for any transfers must be given on the same day that the transfer is made, no matter what time of day the transfer occurs.**

Using the online portal, the City can use Account Transfer to transfer funds between U.S. (domestic) J.P. Morgan bank accounts. Funds move in real-time between accounts. Account transfers are executed against the available balance.

Cutoff time for same-day transaction posting is 10:00 p.m. CT; any transaction initiated after this time will roll the value date and post on the following business day.

- h. ACH – The bank must be both a “sending” and “receiving” bank on the Automated Clearing House system to accommodate a payroll direct deposit program and electronic payment collection programs for utility payments. Presently, the City’s payroll and corresponding ACH direct deposit file are transmitted to the bank’s processing center electronically. The City also receives ACH deposits from its Utility Billing customers that have signed up for automatic debits from their accounts for their bi-monthly utility bill.**

The City can be confident that J.P. Morgan, both a sending and receiving bank, is experienced and capable in processing all of your ACH needs. We’ve provided ACH solutions to clients and has ranked consistently as a top originator of ACH transactions since the founding of the ACH network in 1972.

Depending upon your operational requirements, originate ACH payments for:

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

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

Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.

The City also seeks ACH “block” and filtering capabilities for preventing unauthorized debits of City bank accounts.

ACH Transaction Blocking is a fraud mitigation solution available in J.P. Morgan Access that allows you to add ACH debit and/or ACH credit block setups at the account level.

Additionally, we offer ACH Positive Pay, a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account.

Benefit from the following with ACH Transaction Blocking with ACH Positive Pay:

- Set your blocking criteria
- View six months of ACH debit and credit blocked transactions and items for review history online
- Entitlements for viewing profiles or setup and maintenance
- Security administrators can enable or disable dual control and ACH Positive Pay
- Entitled users have the ability to select multiple ACH Positive Pay exceptions for review and decision prior to transaction posting

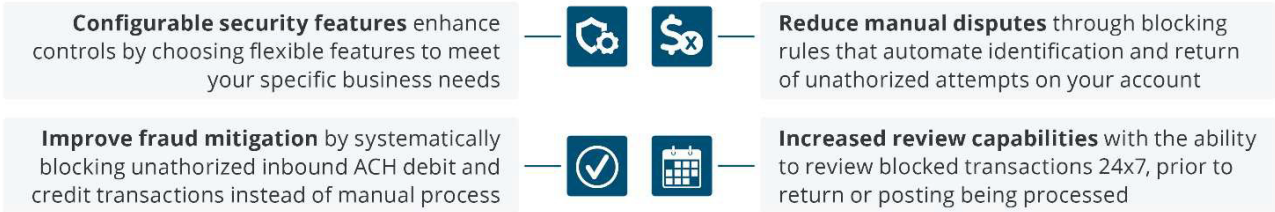
ACH blocks and rules can be setup through Payment Control Center.

ACH FRAUD IS ON THE RISE

You decide to “block” or “allow”:

- All ACH transactions
- Specific originators
- By dollar amount

Benefits of our approach to ACH Transaction Blocking with ACH Positive Pay



See how ACH Transaction Blocking with ACH Positive Pay works

Once an ACH debit/credit attempt occurs on your account, the information is compared to existing block rules.

ACH Transaction Block allows you to set your account level criteria.

Choose to block:

- All debits/credit with or without allowable Company IDs
- All debits/credits over a certain dollar threshold
- All debits from specified IDs

Choose to allow:

- All debits/credits from specified parties
- All debits/credits below a dollar threshold from specified parties.
- Allowed activity will post to your account on the effective date

ACH Positive Pay allows you to review and make pay or return decisions on incoming ACH debit and credit transactions prior to posting, based on established blocking and review rules.

Choose to review:

- Blocked Transactions: Decision debit or credit transactions that are set to be blocked.
- Allowed Transactions: Decision debit or credit transactions that are set to post to your account.
- All Transactions: Decision blocked and allowed debit or credit transactions that are set to post to your account.

ACH Transaction Blocking with Positive Pay

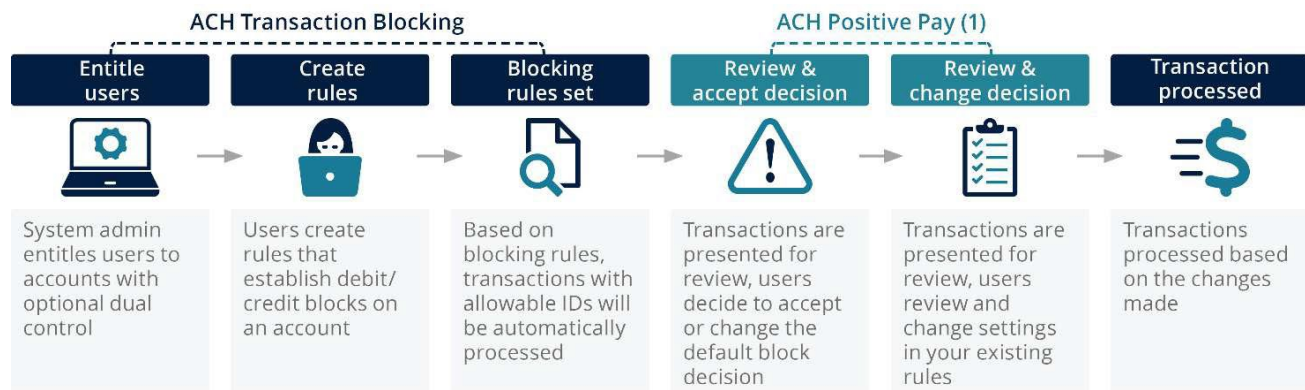


Figure 47

(1) Review/Accept decision and Review/Change decision functionality is only available when Positive Pay is enabled. Future capabilities are under development, features and timelines are subject to change.

ACH Transaction Blocking and ACH Positive Pay reports

The **ACH Blocked Transaction History** gives your users daily activity that provides a listing of all blocked transactions. Use the data to update your ACH debit/credit block rules to allow future payments to be processed without being returned. The history allows you to notify trading partners proactively about returned payments.

The **ACH Positive Pay Decision History** allows users to view decisions submitted for items reviewed.

Your entitled users can view up to six months of blocked transaction and decision history and is available for export in Excel and CSV formats in J.P. Morgan Access.

- i. **Availability of Funds - Deposits are made by armored car personnel 3 days a week- Monday, Wednesday, and Friday- for same day credit to City accounts. On occasion, the City will make a deposit at a local bank facility for same day credit. The awarded bank agrees to provide same day credit to the City for all incoming wire transfers regardless of time of receipt during the day. All other checks will be based on the awarded bank's availability schedule. Proposing banks are required to attach a copy of their current availability schedule to this proposal. The bank agrees to notify the Director of Finance, in writing, of any changes to the schedule. The City reserves the right to periodically audit the awarded bank's compliance with the existing availability schedule.**

Vault

2:30 p.m. CT for cash-only and mixed (cash and check) and check-only deposits.

Branch deposits

7:30 a.m. CT. Select branches offer a second opening in the early afternoon, and deposit cutoff times are clearly indicated on the face of each depository as required by law.

Wire transfers

Wire transfers are credited and available in near real time throughout the day. The cutoff time for incoming credits is the close of Fedwire, which is 5:45 p.m. CT.

Checks

Availability is based on the drawee bank routing/transit number, the time the deposit is processed, fractional float assignment and, in some instances, the dollar amount of the item.

With one of the largest check-clearing networks in the country, we offer accelerated funds availability. We clear more than 99 percent of all deposited checks as images through approximately 25,000 endpoints.

You will be set up on our availability schedule, which is provided in Attachment 5.

We do not send out proactive notifications to our clients of changes to our availability schedules, however, we do publish schedules internally as changes are made and your relationship team can share them with you.

J.P. Morgan is firmly dedicated to complying with all applicable laws when collecting and settling checks. As you know, J.P. Morgan operates in a highly regulated industry and is subject to ongoing oversight by the Federal Reserve and other state and federal regulators. As such, under the terms of our agreements, J.P. Morgan is obligated to comply with all applicable laws, and, to that end, J.P. Morgan maintains robust internal controls and audits to make certain that it does so. However, J.P. Morgan's policy is to not disclose information about those internal controls and audits.

j. Wire Transfers –

Incoming Wires - the City intends to consider all wire transfers received by the bank prior to the end of the business day, as “available for investment” by the City, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer.

For U.S.-held accounts, the cutoff time for incoming credits is the close of Fedwire at 5:45 p.m. CT. For information regarding funds availability, please reference the availability schedules in Attachment 5.

Inquiries

Depending on the inquiry type, secured approval in the form of a signed fax or letter by an authorized signer may be required.

Within our online portal, J.P. Morgan Access, the City can submit wire inquiries using the Transaction Services feature and get complete payment details on current and past transactions. Information is available in real time, which allows inquiries, such as status checks, to be completed in minutes. With Transaction Services, you're able to:

- Obtain summary or complete payment details on current and past transactions within seconds
- Electronically request J.P. Morgan to investigate a transaction
- Exchange messages with J.P. Morgan concerning pending inquiries
- Retrieve and view case history on open, pending and closed inquiries
- Send amendments, cancellations and debit authorizations in secure, online environment

With online reporting, you're able to:

- Access your inquiry history and tracking reports online
- Effortlessly generate Service Quality Reports (SQRs) and Straight-Through Analysis Reports (STARs) to monitor, analyze and improve operational efficiency

Our secure, online portal safeguards the authenticity of your accounts and inquiries through entitlements, digital certificates and encryption.

J.P. Morgan also offers our Payments Solution Center, which is staffed with trained service specialists. The Payments Solution Center is connected online to the full range of our processing, customer service, investigative and adjustment systems to offer clients exceptional service.

Outgoing Wires - the awarded bank agrees to execute any wire transfer order on the same day (within the cutoff timeframe) by the Finance Department through the computer terminal, by telephone, or by fax, if necessary. Wire transfers ordered and not received by the destination party by 5:00 p.m. will

be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer.

Payment/receipt processing operates from 8:00 p.m. CT each Sunday through 6:00 p.m. CT each Friday, excluding U.S. Federal holidays. We provide our clients with generous cutoff times to enable same-day execution of their payment instructions by actively participating in the extended CHIPS and Fedwire operating hours.

USD clearing opens on Saturdays at 9:00 p.m. CT for Monday value date processing of book transfers initiated through the weekend and Monday, if also a holiday. Clients will have the ability to process their U.S. dollar book transfer straight through payments during these additional hours; however, repaired payments are delayed until the normal operating hours of the FED and CHIPS.

Timeframes are outlined below (all times are CT). Please note, payments requiring repair have a cutoff time 30 minutes prior to the times stated below. Payment instructions received after these cutoff times are completed on a reasonable-effort basis.

The cutoff times for wire transfers originated via the internet and File Transmission Payments are as follows:

- **Fedwire:** 5:15 p.m. CT
- **Book transfer/internal:** 6:15 p.m. CT
- **Drawdown (via Fedwire):** 4:30 p.m. CT
- **International (USD via CHIPS):** 4:30 p.m. CT

Automatic Standing Transfers have a standard cutoff time of 3:30 p.m. CT.

Due to security concerns, we do not accept faxed instructions to initiate wire transfers.

Inquiries

Depending on the inquiry type, secured approval in the form of a signed fax or letter by an authorized signer may be required.

Within our online portal, J.P. Morgan Access, the City can submit wire inquiries using the Transaction Services feature and get complete payment details on current and past transactions. Information is available in real time, which allows inquiries, such as status checks, to be completed in minutes. With Transaction Services, you're able to:

- Obtain summary or complete payment details on current and past transactions within seconds
- Electronically request J.P. Morgan to investigate a transaction
- Exchange messages with J.P. Morgan concerning pending inquiries
- Retrieve and view case history on open, pending and closed inquiries
- Send amendments, cancellations and debit authorizations in secure, online environment

With online reporting, you're able to:

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Our secure, online portal safeguards the authenticity of your accounts and inquiries through entitlements, digital certificates and encryption.

J.P. Morgan also offers our Payments Solution Center, which is staffed with trained service specialists. The Payments Solution Center is connected online to the full range of our processing, customer service, investigative and adjustment systems to offer clients exceptional service.

- k. Overdrafts - It is not the intention of the City to overdraw any account. In the event of an overdraft, all checks presented for payment shall be paid provided the City's total account balance is sufficient to cover the overdraft. The bank is to notify the City immediately if an overdraft situation occurs. The bank shall indicate if it will or will not charge for overdrafts in its Cost Proposal.**

We charge for the use of end-of-day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs for each day an overdraft occurs. There may also be a fee per occurrence. Offset Interest and overdraft fees are eligible for offset with earnings credit allowance generated through positive investable balances associated with related stand-alone or group billing relationships.

The negative collected balance fee is calculated daily, as follows:

Negative collected balance fee calculation

$$\frac{(\text{negative collected balance} \times \text{overdraft rate})}{360 \text{ days}}$$

There is also a per occurrence fee for each day an account maintains an EOD negative collected balance.

J.P. Morgan's policy is that collected balances be maintained in the account(s) at all times to cover daily cash disbursements. Credit arrangements or netting/pooling arrangements that may be required would be determined and discussed in advance with the City's relationship manager.

- l. Usual Account Services - Usual account services, such as check or deposit copies, stop payment services, MICR encoded deposit slips, as well as other services normally associated with a checking account, shall be made available to the City. Charges for check orders and deposit slip orders should be reflected on the monthly account analysis report, for the account in which the order was placed, if supply orders are handled by the financial institution.**

The City will have access to standard account services, including check and deposit copies, stop payment services, MICR encoded deposit slips and other typical checking account features. Charges for check and deposit slip orders will appear on the monthly account analysis report for the relevant account, if supply orders are managed by J.P. Morgan. Further details are listed below.

Check and deposit copies

The Balance and Transaction Report available on our online portal provides the City with check/deposit ticket images, transaction note entry and Lockbox and deposit float reporting and also sorting and drilldown capabilities to view additional transaction details. Prior day reporting is available by 7:00 a.m. CT.

Stop payment services

To streamline the City’s stop payment process, we offer the following options:

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

Stop payment page

J.P.Morgan | Access

Search

Search by account, amount, beneficiary and r

Feedback

Notifications

Help

Sandra

Log Off

Home

Payments

Liquidity

Receivables

Checks

Reports & Statements

Payment Control

Manager

More Services

Home

Inquiry

Stops

Data Download

Recon Input

Check Print

Recon Output

PosPay

Rev PosPay

ACH Filter

Approvals

Reports

STOP PAYMENT REQUEST

Account

000001111-Classic Check

Request Type

Single

Range

Check No.

Payee

Reason

Other

Amount

Paid Check Search From 12-Jan-22

*Indicates required values

Add

Clear

The check will be stopped unless it has been cashed or has cleared the bank prior to placing this stop payment. Please review the Stop Payment Request Activity Report on the next business day for confirmation your request was successfully processed.

PDF Confirmation on Submission

Submit

Print

Account	Check No.	To Check No.	Amount	Payee	Reason	Alternate Action
Your search did not return any results. Alternatively, you can: Search again using different search terms						

SiteMap | Security | Privacy | Contact Us | Terms & Conditions

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Figure 48

Online stop payment requests

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

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

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

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

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

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

MICR encoded deposit slips

Deposit tickets contain an auxiliary MICR field with the City location and/or transaction information. The MICR field contains up to 10 digits for each location. No alpha characters are allowed.

We also offer variable serial number processing for transactions that require a serial number to be associated with the deposit. The transaction-specific serial number is included in the auxiliary MICR field on the deposit ticket, subject to the length limitations described above.

We strongly encourage the City to use the auxiliary MICR field to facilitate accurate reconciliation of deposits and adjustments to your account, bank statement and information reporting statements.

Charges

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

- m. **Statement and Advice Frequency – Monthly statements need to be available on-line as soon as they are available, but no later than five (5) business days after the end of the month. The bank will provide written documentation (debit/credit advices) included with the monthly account statements for all account adjustments made during the month.**

Electronic statements are available within **2 business days**.

Deposit adjustments

J.P. Morgan identifies all discrepancies. We internally manage adjustments in the vault and branch below a predetermined sundry amount without posting the corrected entries and related fees to the City's account.

The chart below outlines standard procedures for reporting deposit adjustments and options available to you.

Standard and options for reporting deposit adjustments

Branch

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

For paper check deposit, we can mail a second copy of the adjustment advice to an alternate address. However, for cash deposit adjustments, we're not able to mail an adjustment advice to an alternate address, nor can we send copies to multiple addresses.

The credit or debit deposit adjustment can also be viewed online and on your bank statement with the dollar amount and location number, depending on whether the deposit is delivered to a vault or branch.

Vault

In addition to online viewing, we also offer the following notification options to supplement the paper advice:

- **Email:** Next-day notification for all deposits and adjustments processed during the prior processing day
- **Receipt mailer:** Mailed next day for all deposits, adjustments and change orders processed during the prior processing day
- **Web:** Adjustment reports are available online through Web Currency Services

Vault deposit adjustment advices also include the original deposit amount, original deposit date, processing vault ID and adjustment reason.

Electronic deposit using Remote Deposit Capture

For images that can't be forwarded for collection because they don't meet Check 21 requirements, notification will be delivered through the channel that processed the initial deposit or from Adjustments Operations.

- n. **Miscellaneous Services - Miscellaneous services required, in addition to those identified above, may be to provide coin purchases, cash purchases, etc.**

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

Benefits of our approach to Web Currency Services

Detailed reporting with transaction reports and graphics to assist with trending, compliance and audit needs



Place real-time currency orders, manage deposits and view currency and coin denomination details

Increase efficiency by analyzing deposit and order trends to uncover opportunities



Faster inquiry resolution based on filtered order and deposit data

Improve reconciliation with fewer systems, databases and spreadsheets



Loss reduction and fraud potential with user authorization

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

- Currency orders
- Deposit details
- History and trend reports

Log on to Web Currency Services through a secure J.P. Morgan URL from any desktop. The URL is protected by multi-factor authentication whereby a user and their desktop are included in the user authentication. Users establish personal challenge questions to have access to reset or change their password and update their email address.

- o. Monthly Account Analysis and Billing - An analysis of the bank's monthly costs for operating each of the City's accounts individually and in aggregate shall be made available through internet account access by the fifth (5th) business day of the following month. The analysis is to contain the name of the accounts, account numbers, the date of preparation, the period covered, the average bank ledger balance using full calendar days each month, the average uncollected balance, and the average collected balance. The analysis shall itemize the services provided, the items and volume processed, unit charges, extended totals, and the total of all charges. The volume totals shown on the analysis shall be supported by backup documents showing each account's activity. The awarded bank shall provide a comprehensive list of fees and their corresponding explanations upon commencement of the contract. Titles such as "Other" or "Miscellaneous" are not to be used in the analysis and will not be accepted by the City since they do not adequately identify the services provided. Both the City and the bank shall have until the end of that month to make any corrections to the analysis statements before they become final, and at that time a debit shall be made to the City's general account for the total costs of all the account analyses. All banking charges are to be indicated separately.**

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

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

You can retrieve your electronic account analysis statements on the **6 business day** after the close of the billing period. View, print and export all sections of your account analysis statement through the online portal.

Analysis statements are available in PDF, Excel and CSV formats. Additionally, EDI 822 format is available through direct transmission or secure email. We also offer CAMT.086 ISO formatted billing files, the newest industry standard electronic statement, for both U.S. and non-U.S. accounts.

You can group specific accounts and billing relationships together for online analysis purposes and create user profiles giving access to specific accounts or billing relationships, as required.

Adjustments

Details of adjustments to prior periods are provided in separate sections of the current analysis statement and labeled as such in the Financial Recap section.

The City should notify J.P. Morgan in writing of any errors or not receiving an account analysis statement within 60 calendar days after the statement is made available.

Errors are researched thoroughly so appropriate adjustments can be applied to the account.

Should there be a billing error and adjustments not completed prior to the direct debit, J.P. Morgan will post the difference between the original and corrected service charge as a separate transaction

- p. Armored Car Services - The City shall consider proposals for armored car services as a part of this proposal, either direct armored transportation service provided by the bank or charge for service where the bank directly contracts with an armored service. The City currently contracts directly with Brinks for 3 days a week pickup at City Hall. The City reserves the right to contract directly with an armored car service.**

J.P. Morgan doesn't provide ground-based courier services for the pick up and delivery of domestic paper check or cash deposits.

We don't endorse any specific third-party couriers. However, based upon the processing site, we provide details of the existing couriers in those markets. This information is available prior to implementation of deposit activity.

COMMERCIAL BANKING TRANSACTIONS

2024-2025 ACTUALS

OLD NATIONAL BANK SERVICE DESCRIPTION	September 2024 - August 2025 Volume
ACH CREDITS RECEIVED	6,494
INCOMING DOMESTIC WIRES	13
ACCOUNT MAINTENANCE	24

DEPOSIT TICKETS	33
OTHER CREDITS	1,062
CHECKS PAID	8,094
OTHER DEBITS	172
ACH DEBITS RECEIVED	1,373
DEPOSITED ITEMS	93,014
BRANCH-DEPOSIT CURRENCY/COIN	573
RETURN ITEM SPECIAL INSTRUCTIONS	12
REDEPOSITED ITEMS	84
RETURN DEPOSITED ITEMS	93
DEPOSIT ADJUSTMENTS	1
DEPOSITED ITEMS - INTERNATIONAL	1
BRANCH-ORDER COIN ROLLS	147
BRANCH-ORDER CURRENCY STRAPS	8
ONLINE INFORMATION REPORTING MAINTENANCE	12
ONLINE INFORMATION REPORTING ACCOUNTS	60
ONLINE INFORMATION REPORTING ITEMS	12,067
ACH CREDIT CHARGEBACKS	23
ACH DEBIT CHARGEBACKS	230
ACH ORIGATION MAINTENANCE	8
ACH COMPANY IDS	16
ACH BATCHES	190
ACH ORIGINATED ITEMS FEE	89,944
ACH ADDENDA ORIGINATED	119
ACH NOC CREDITS RECEIVED	3
SAME DAY ACH MAINTENANCE	11
SAME DAY ACH CREDITS ORIGINATED	58
SAME DAY ACH DEBITS ORIGINATED	15
WIRE TRANSFER MAINTENANCE	11
OUTGOING DOMESTIC WIRES	14

DESKTOP RDC DEPOSIT	248
REMOTE DEPOSIT WORKSTATIONS	24
REMOTE DEPOSIT ITEMS	23,197
CASH VAULT PER DISCREPANCY	107
CASH VAULT PER DEPOSIT	641
CASH VAULT PER MIXED COIN BAG DEPOSIT	116
ACH POSITIVE PAY ACCOUNTS	12
ACH POSITIVE PAY EXCEPTIONS	410
ACH POSITIVE PAY RETURNS	6
PAYEE POSITIVE PAY MAINTENANCE	12
CHECK POSITIVE PAY ISSUED ITEMS	8,094
CHECK POSITIVE PAY PAID ITEMS	7,847
CHECK POSITIVE PAY EXCEPTIONS	819
CHECK POSITIVE PAY RETURNED ITEMS	10
CHECK POSITIVE PAY OUTSTANDING ISSUES REPORT	12

COMMERCIAL BANKING ACCOUNT BALANCES

2024-2025 Old National Bank	Average Ledger Balance	Average Float	Average Collected Balance
September	35,583,741	182,294	35,401,447
October	39,058,654	372,686	38,685,968
November	45,798,912	279,966	45,518,946
December	45,067,886	310,308	44,757,578
January	55,118,327	228,969	54,889,358
February	37,352,006	287,104	37,064,902
March	33,294,075	250,660	33,043,415
April	36,028,414	167,778	35,860,636
May	40,269,911	306,708	39,963,202
June	47,097,611	321,447	46,776,163

July	33,473,731	273,315	33,200,416
August	37,397,548	252,520	37,145,027

2024-2025 Busey Bank	E-Lock Box Average Ledger Balance	MFT Average Ledger Balance
September	42,439	1,000,344
October	1,164,725	1,053,355
November	1,702,548	782,135
December	3,018,741	1,105,024
January	4,284,960	940,176
February	5,598,120	498,774
March	6,979,145	461,968
April	8,259,601	567,487
May	9,502,223	655,205
June	10,719,977	273,285
July	5,031,423	871,321
August	3,590,469	247,230

Additional Banking Services

In addition to the current banking services received by the City as described above, the City would like additional information on the following enhanced banking services. The City will consider the implementation of these services, but reserves the right to separate these services from the banking services contract if another vendor can offer the service at a lower cost or offer a higher quality service. Costs, if any, associated with the proposed enhanced services shall be segregated from the cost proposal for core services.

- q. **Lockbox** - In addition to corporate banking services, the City is seeking lock box services for utility billing and other revenues.

Yes, we provide lockbox services and a brief summary follows.

Faster, easier, more cost-effective collections

As checks remain viable within the public sector, many municipalities still face challenges with manual processes and inefficiencies.

J.P. Morgan Wholesale Lockbox, a solution powered by Receivables Online (RO), allows you to direct payments to one of our local processing centers where payments are automatically collected, processed and deposited into your J.P. Morgan bank accounts.

We can help the City post receivables quickly, reduce exceptions and strengthen your cash position.

Benefit from our investments in equipment refreshes with artificial intelligence and machine learning technology to minimize exception processing.

OUR EXPANSIVE NETWORK

- 9,000+ clients served across North America
- 25,000+ active lockboxes
- \$550+ billion funds processed annually

Benefits of our approach to wholesale lockbox processing

Improved cash flow through nationwide payment processing capabilities helps boost funds availability by reducing mail and check-clearing time



Enhanced visibility from advanced reporting that combines payment images and data capture technology to summarize payment activities in a single portal for better decision-making

Reduce processing costs by automating the process of remittance delivery to eliminate hours of manual entry and reduce overhead costs



Increased security for payment processing helps lower the threat of fraud and theft

A nationwide network of processing sites

We own and operate our full-service, nationwide lockbox network of processing sites with fully automated wholesale and scannable services. J.P. Morgan offers a full range of wholesale lockbox services, using a common nationwide network platform, in:

- Binghamton, New York
- Chicago, Illinois
- Dallas, Texas
- Detroit, Michigan
- Los Angeles, California
- New York, New York
- Phoenix, Arizona
- Toronto, Canada (mail receipt hub only)

We recommend our **Chicago, Illinois** site for your processing needs.

A proprietary, online receivables tool

You can report, enrich and reconcile your lockbox payments alongside other payment channels with Receivables Online. Our Receivables Online browser provides same-day decisioning and an account reconciliation tool to combine advanced image and data capture technology. It delivers all you need in a single online repository to:

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

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

Our commitment to quality

In-depth knowledge of client requirements and a commitment to high-quality execution drive our delivery of superior financial services and solutions.

Our quality assurance practices include a disciplined approach to:

- Performance metrics and satisfaction indicators that are linked to client priorities
- Employee merit-based performance, reward and recognition programs

The bank should be able to perform the following services if the City chooses to utilize a lockbox service:

- **The bank shall designate one (1) senior staff person and one (1) backup staff member who will serve as the City’s principal contact for purposes of questions and problem resolution throughout the life of the contract, for all lock box services.**

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Maleek Thomas	Relationship Manager	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-5333

Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

- **Prepare a monthly Statement of Account showing all entries to the Account.**

Receivables Online (RO) is a digital receivables management platform and account reconciliation solution accessed through J.P. Morgan Access. It combines advanced image and data capture technology to deliver a consolidated view of current-day and long-term remittance data.

Reports

Online reports: Receivables Online provides lockbox information in formatted reports to facilitate the City's daily balancing and cash application and to help you analyze patterns and trends. These dynamically generated reports may be viewed online or in CSV (spreadsheet compatible) format. Your users can request all reports for a single lockbox or for all of your lockboxes. If you subscribe to the Transmission Reporting service, electronic payment data may also be included.

Several reports are included in the Receivables Online standard service. Additional reports are included with some select service offerings as noted. All reports include a time and date stamp determined by the global time zone that is designated by each user on the My Settings page in Receivables Online.

Receivables Online reports			
Report name	Description	Usage	Conditions
Standard reports			
Activity Summary	Summarizes transaction deposit totals by value date (one to 31 days) and may be counted by a unique reference field. You also may include user-defined search parameters, such as program, channel, method and currency.	Balance lockbox totals to bank deposit reports and/or accounts receivable	Standard offering
Capture Summary	This report summarizes transactions for a single captured date or a captured date range (up to 31 days) and may be grouped/sorted by operator or program. You also may include user-defined search parameters, such as Program, Status, Operator and Capture Device.	This report is included in Remote Deposit Capture (RDC) or Remote Lockbox Capture (RLC) programs	Included in RDC or RLC Program offerings

Receivables Online reports

Report name	Description	Usage	Conditions
Transaction Summary	This report summarizes transaction totals by value date (one to 31 days) and may be grouped/sorted by batch, value date and group. You also may include user-defined search parameters, such as program, channel, method, payment disposition and currency.	Cash application	Standard offering
Payment Detail	The report provides transaction details by value date (one to 31 days) and may be sorted/grouped by program, entity or batch. You may also include user-defined search parameters, such as program, channel, method and currency.	Cash application	Standard offering
Assigned-to Summary	This report summarizes workflow assignments by value date (one to 31 days). You also may include user-defined search parameters, such as assigned to, status and currency.	Monitor completion of cash application or exception review assignments	Standard offering

Optional reports

Extended Detail	List of payments received in one or all lockboxes for a single credit date. Payment data may be sorted two ways: by processing date and lockbox number or by remitter name. You can specify subtotal by lockbox or batch. Includes 1 to 9,999 lines of reference (invoice) details per payment. Reference lines include up to four additional invoice-related fields.	Cash application	Optional report; additional reporting fee applies.
Custom Report	The template(s) may be made public for all entitled Receivables Online users or may be kept private.	The report provides the flexibility to create customized template(s) with subscribed payment and invoice information, as well as running the template to create reports ad-hoc	Optional report; additional reporting fee applies.

Receivables Online reports

Report name	Description	Usage	Conditions
CSV+ Detail	The report provides transaction details for a single date. You also may include user-defined search parameters, such as program, channel, method and currency. The report may be formatted to repeat information on each row, if desired. The Repeat option allows users to view the line-item breakdown for multiple items covered by a single payment.	Cash application or import to an external application for further analysis or reporting	Optional report; additional reporting fee applies.
Return Item Summary Report	You can view return items and totals by Disposition Indicator and/or by Return Reason for a single date or for a specified range of 1 to 31 Return Dates. The report summarizes return item totals for customers who want to better understand the impact of returns on cash flow and accounts receivable. It allows you to identify trends at a client level.	Unassociated Returns that are not linked to their original transaction can be viewed on the Return Item Summary report; this report includes both Reassociated and Unassociated returns, depending on the report selection criteria entered.	Return Item Summary Report is included with return item summary service
Associated Payments Report	This report provides users with a consolidated list of payments and their associated remittance advice emails. This report is available for export in CSV format.	Cash application	Associated Payments Report is included with the Remittance Association Service

Downloadable reports: Receivables Online provides for delivery of reports produced by other systems and containing data not provided via the online dynamic reporting tool. These optional reports include Lockbox Deposit Advices, Electronic Payment Detail Reports and our Custom Report. Please refer to Attachment 17 to view the Receivables Online Reports Guide.

- **Provide authorized representatives of the bank to pick up City payments at least once each day from an US Post Office box in northern Illinois.**

Because the mail pick-up process is under the direct control of the lockbox production staff, we can control and modify our schedule to meet changes in the U.S. Postal Service's drop schedules.

Our processing sites are monitored frequently to help validate an optimal pick-up schedule based on:

- Incoming mail patterns
- Volume
- Internal processing requirements

Below are the pick-up schedules for wholesale lockbox mail. All times are local.

Wholesale lockbox pickup		
Monday through Friday	Saturday	Sunday
Chicago		
1:00 a.m. – Carol Stream	1:00 a.m. – Carol Stream	7:00 a.m. – Chicago
2:30 a.m. – Chicago	2:30 a.m. – Chicago	7:15 a.m. – Carol Stream
5:30 a.m. – Chicago	5:30 a.m. – Chicago	12:30 p.m. – Chicago
7:15 a.m. – Carol Stream	7:15 a.m. – Carol Stream	1:00 p.m. – Carol Stream
12:30 p.m. – Chicago	12:30 p.m. – Chicago	4:00 p.m. – Chicago
1:00 p.m. – Carol Stream	1:00 p.m. – Carol Stream	6:30 p.m. – Carol Stream
4:00 p.m. – Chicago	4:00 p.m. – Chicago	10:00 p.m. – Chicago
6:30 p.m. – Carol Stream	6:30 p.m. – Carol Stream	
10:00 p.m. – Chicago	7:00 p.m. – Chicago	

*We monitor the post offices and may modify pick up times to optimize mail float.

- **Open mail and sort payments.**

The U.S. Postal Service sorts mail to the unique ZIP code. Our lockbox department performs the fine sort to the individual lockbox.

In Chicago, we use a Bell & Howell APEX high-speed mail sorter equipment that:

- Has OCR and barcode reading capabilities
- Reads and sorts at the rate of 43,000 items per hour
- Reads 95% of the items

For sites with automated mail sorting equipment, items that cannot be read are sorted to a reject pocket. Images of rejected items are displayed on a terminal so we can manually key the correct lockbox number. The items are then rerun based on the keyed data. Small volumes of rejected items are manually sorted.

Sorting system

Mail is sorted on a first in/first out (FIFO) basis.

Chicago

Monday through Friday	Saturday	Sunday
2:30 a.m.	2:30 a.m.	2:30 a.m.
5:30 a.m.	5:30 a.m.	5:30 a.m.
9:00 a.m.	9:00 a.m.	9:00 a.m.
10:30 a.m.	12:30 p.m.	12:30 p.m.
12:30 p.m.	4:30 p.m.	4:30 p.m.
4:30 p.m.	10:30 p.m.	10:30 p.m.
10:30 p.m.		

- **Any correspondence, requests for address change, disputes, etc. included with remittances shall be forwarded to the City.**

The correspondence will be imaged and assigned a batch and item number. Our Receivables Online browser provides a standard 45 days of instant online access and 10 years of images in our long-term archive (for an additional fee) for convenient retrieval and audit control.

Address changes

We recommend the City use statement messaging to direct your customers to your website or call center.

You can also use mark sense—check box on your remittance stub—for your customers to indicate they are including additional information such as an address change. Our mail extraction equipment can optically identify using mark sense technology to sort these remittance stubs. Our standard lockbox processing will scan these remittances into a separate batch. Imaged materials are stored for 21 calendar days and are then destroyed.

- **Verify that checks are dated and made payable to the City or a reasonable derivation thereof, as determined by the City.**

Depending on the lockbox type, the City has the option of adding payee name review to your lockbox instructions. With this feature, you can provide a list of acceptable and unacceptable payee names.

Checks received that do not match the payee list (acceptable or those that match an unacceptable payee name) have two options:

- Checks can be imaged and made available for review via Receivables Online via Decision Manager.
- Checks can be sent back to you as an unacceptable item.

Most clients accept all payee names that are addressed to the correct lockbox number.

- **Process payments on the day received.**

The end-of-day general ledger cutoff time for lockbox deposits processed at our Chicago site is 4:00 p.m. CT. Remittances processed and deposited on the weekend are posted for ledger credit the next business day. J.P. Morgan does not provide holiday processing.

Latest mail pickup

U.S.

- An item removed from a USPS mail pick-up site and delivered to our lockbox location by 12:00 p.m. CT on a banking day is eligible for same-day deposit if it is both delivered to the lockbox facility by the noon cutoff time and available for processing on such day. USPS mail pick-up times vary by location, and the last mail pick-up for delivery to the lockbox facility for same-day processing is 10:30 a.m. CT. Mail picked up after that time may not be processed until the next banking day. To determine whether an item is available for processing, several factors will be taken into consideration, including any client directed instructions and special handling requirements.
- Minimum 4 hours required between USPS mail pickup and reporting deadline
- Last deposit for same-day ledger credit is 4:00 p.m. CT, if no conflicting reporting deadline

Courier/messenger packages

Any courier or messenger package delivered to our Chicago lockbox site by 12:00 p.m. CT, will be deposited for same-day ledger credit, assuming you have no conflicting deposit or information reporting deadlines.

- A minimum of four hours between courier/messenger package receipt and your deposit-reporting deadline is required.
- A minimum of four hours is required when manually data keyed information (e.g., invoice number, remitter name) is to be included in the scheduled report.
- J.P. Morgan may not be able to process all items for same-day ledger if the data capture volume received by courier package exceeds 10,000 keystrokes.
- J.P. Morgan may not be able to process all items for same-day ledger if there are more than 75 payments in a single courier/messenger package.

Daily workflow controls

From post office pickup through all stages of processing, each day's work is logged and tracked for processing according to the daily cutoff times, generally on a first-in/first-out (FIFO) basis.

Trays of mail are counted and logged at the post office and verified upon arrival at the lockbox site. Once mail is sorted and staged for processing, each tray is labeled with its "work of" date. As work moves through the

various steps (e.g., opening, extraction, sorting, batching, scanning, data capture, encoding, etc.), detailed workflow monitoring maintains tracking controls from start to finish.

Using these controls, the site can verify completion of incoming work throughout the day.

- **Process single and multiple payments of full or partial amounts on individual or several accounts.**

Our standard process for single payments (checks) of full or partial amounts on individual account is to process the full payment (check) amount to the individual account.

Our standard process for single payments (checks) of full or partial amounts on several accounts is to try to balance the payment (check) amount to the applied invoice amounts for each account based on the City's instructions. If the payment does not balance, we will send to Decision Manager for the City to review and balance the payment. Our standard process for multiple payments (checks) of full or partial amounts on individual accounts is to apply the full payment (check) amounts to the individual account.

Our standard process for multiple payments (checks) of full or partial amounts on several accounts is to try to balance the payments (checks) amounts to the applied invoice amounts for each account based on the City's instructions. If the payment does not balance, we will send to Decision Manager for the City to review and balance the payment.

The City can view the checks with the remittance documents received via Receivables Online.

During onboarding, we will discuss how you would like us to handle out-of-balance transactions. We do have the capability to keep envelope integrity.

- **Prepare one or more deposit slips for purposes of depositing into the appropriate demand account the total amount of funds. Each deposit slip will indicate the process date, batch number, batch type, and number of payments processed.**

Lockbox endorsements are digitally annotated to the back of each check, which is subsequently cleared via Image Cash Letter. Endorsement information includes:

- Our name (JPMorgan Chase Bank, N.A.)
 - A generic payee endorsement
 - Routing transit number for the bank of first deposit
 - Deposit account number
 - Lockbox number
 - Batch number
 - Sequence number
 - Pocket cut
- **Provide a daily electronic transmission file of transactions processed, in the format required by the City's software program, for updating City records.**

We can provide a daily transmission.

J.P. Morgan standard formats include:

- The ANSI X.12 823 and 820 formats
- All standard variations of the 80-character-per-record lockbox BAI2 format accepted by major accounts receivable software vendors such as Oracle, SAP (their lockbox BAI1 and BAI2 formats) and PeopleSoft (their 102-character variation)

Proprietary formats can be accommodated as well. A one-time programming charge may be assessed when significant format customization is required.

- **Provide images of all transactions (front and back of documents and checks) to authorized City personnel on a Bank website on the business day following and for up to 1 year after the processing date.**

Front and back of checks and documents is available.

Image retention solutions

Our standard service allows **45 days** of historical, online access to images in Receivables Online. The City also may need longer record retention for customer service and audit purposes. Receivables Online offers these **optional storage features** to accommodate those needs:

- **Extended high-speed storage:** The City can access up to 12 additional months of images within seconds because they are stored online. This option may be added to your service even if you also use the long-term archive.
- **Long-term archive:** Your archived transactions are readily available when you need them if you subscribe to our long-term archive solution. This optional service **safeguards** your important business data and images for a **10-year period** in dual, secure locations. Because you use the same Receivables Online user interface that you use for accessing your current activity, your remote users do not need to call a central location.

Lockbox images are viewable on Receivables Online following your first deposit time. Additional items become available as each transaction is completed throughout the day. The number and timing of incremental deliveries may vary based on your processing requirements and volume. For most lockboxes, batches are delivered **within 30 minutes** after processing is completed. Deliveries occur at subsequent deposit times if the City has any special lockbox grouping or batch requirements.

- **Batch correspondence and payments received that are not or cannot be processed by the Bank (Rejects) separately, distinctly marked and forwarded to the City.**

During the onboarding process, we will discuss how the City would like certain out-of-balance conditions handled. Once implemented, we will follow your processing instructions.

For example, if during onboarding the City states the check amount must exactly match the amount of the accompanying list bill, we can create a custom program that matches the check amount to the total remittance amount. If the amounts don't match, we can reject those items and forward to you as an unprocessable item. We can also create procedures to force-balance unbalanced transactions if desired.

Decision Manager

Decision Manager is a value-added service for Wholesale and Scannable Lockbox. The service enables the City to identify and take action on transactions in your lockbox that trigger exceptions. You set up specific processing rules for your transactions; any exceptions are routed to a decisioning queue in Receivables Online, where the City can select to accept, reject or reprocess them. Any rejected items will be returned to the City as unprocessable items.

Eligible transactions include:

- Unbalanced transactions
- Checks without coupons
- Stop/Go file exceptions
- Missing or invalid invoice information
- Other exception items matching client-specific pre-established criteria

How Decision Manager works

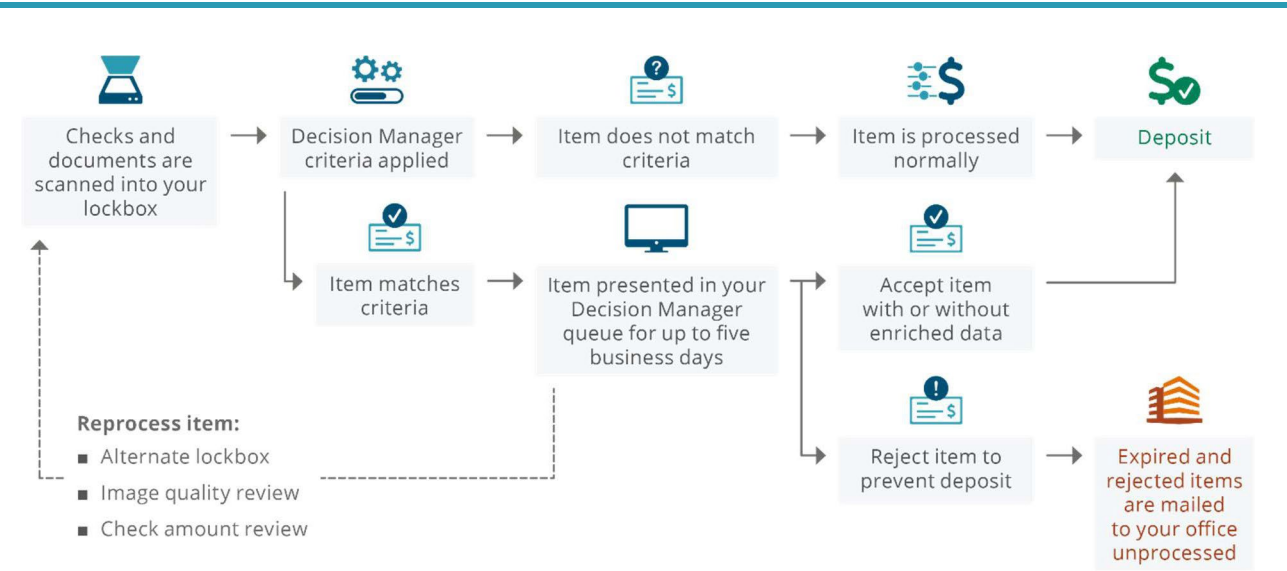


Figure 49

LOCKBOX TRANSACTIONS

BUSEY BANK E LOCKBOX SERVICE DESCRIPTION	October 2024 - August 2025 Volume
MONTHLY MAINTENANCE FEE	10

INCOMING ACH - CREDIT TRANSACTION	208
INCOMING ACH - DEBIT TRANSACTION	26
E LOCKBOX MONTHLY MAINTENANCE FEE	11
E LOCKBOX PER BATCH FEE	202
E LOCKBOX STANDARD ITEM	93604
E LOCKBOX REPAIRED ITEM FEE	2749
E LOCKBOX RETURNED/REJECTED ITEM	264
E LOCKBOX AR POSTING PER FILE	202
E LOCKBOX EXCEPTION MODULE MONTHLY FEE	11
E LOCKBOX STOP/ACCEPT FILE MONTHLY FEE	11

OLD NATIONAL BANK LOCKBOX SERVICES	SEPTEMBER 2024 - AUGUST 2025 VOLUME
GENERAL LOCKBOX SERVICES:	
LOCKBOX DEPOSIT	696
EXCEPTIONS MODULE MAINTENANCE	12
RETURN OF CORRESPONDENCE MAINTENANCE	12
WHOLESALE PROCESSING SERVICES:	
ITEMS PROCESSED	5,492
INVOICE & CORRESPONDENCE PAGES	3,898
EXCEPTION/NON-PROCESSED ITEMS	355
CHECK IMAGES	5,492
DOCUMENT IMAGES	3,898
RETAIL PROCESSING SERVICES:	
MAINTENANCE	12
ITEMS PROCESSED	64,283
OCR CAPTURE	68,427
CHECK IMAGES	64,283
DOCUMENT IMAGES	68,427
LOCKBOX REPORTING SERVICES:	
IMAGING MAINTENANCE	12

DATA CAPTURE KEYSTROKES	101,517
DATA TRANSMISSION ITEMS	69,775
DATA TRANSMISSION FILES	247

- r. **Credit Card Services - The City currently accepts credit card payments through City terminals and online portals.**
- **Credit Card Services Contact - The bank shall designate one (1) senior staff person and one (1) backup staff member who will serve as the City's principal contact for purposes of questions and problem resolution throughout the life of the contract, for all credit card and eCheck services.**

Digital Bill Payment

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Jamie Petersen	Client Success Officer	4201 Congress St, Floor 2 Charlotte, NC 28209	(213) 553-7423
Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

In addition to your relationship manager and treasury management officer, we will assign Jamie Petersen as the City dedicated client service associate (CSA). Jamie serves as the single point of contact for your banking service needs. Jamie also has a designated backup. They will have or develop a deep understanding of your business, the products you use and your business needs.

Jamie is responsible for answering your day-to-day questions about our banking services and will interact with our operations areas on your behalf to solve your inquiries or requests. When Jamie is not available, your designated back-up CSA is able to assist you. In addition, we staff our Commercial Banking Service Center with CSAs who can help with routine requests from 7:00 a.m. to 7:00 p.m. CT, Monday through Friday.

If your question is specific to the Digital Bill Payment solution, your CSA may transfer you to the dedicated Paymentus Customer Care support, who is your point of contact for technical support and emergency technical issues.

Jamie has the authority to engage all levels of management and escalate within the client service organization, across bank departments and even up to the chief executive officer. For each service we provide, our client service group has a detailed matrix of contacts and escalation procedures to expedite resolution. These procedures include internal service standards to make sure that other J.P. Morgan groups

are providing timely responses. Client Service also regularly communicates with your treasury management officer to make sure all parties supporting you know about your relationship activity.

In addition to the J.P. Morgan relationship team, Paymentus assigns a seasoned account manager (AM) to you. The role of the AM is to understand your business and serve as a liaison to an extended matrix of Paymentus technical resources and subject matter experts. Your AM and their director are available during business hours and after-hours to make certain you have full access and resources to support your needs.

Your Paymentus AM is your point of contact for technical support and emergency technical issues. Your J.P. Morgan relationship team is your main point of contact outside of technical support.

Merchant Services

Your principal contact and back up contact information, along with their title, location address and phone number are provided in the following table.

Relationship team details			
Name	Title	Location address	Telephone number
Jamie Petersen	Client Success Officer	4201 Congress St, Floor 2 Charlotte, NC 28209	(213) 553-7423
Tameka Kirkman	Treasury Management Officer	10 S Dearborn St, Floor 47 Chicago, IL 60603	(312) 732-1282

At J.P. Morgan, Client Service is everyone's responsibility. Combining our deep expertise with award-winning technology, J.P. Morgan delivers a holistic, insights-driven service experience like no other banking provider. Our approach to delivering exceptional service is not only built on inquiry and account management, but also on relationship management. The City will have one team working to support your overall financial needs. Your Relationship Manager will work with your banker, Maleek Thomas, and your Treasury Management Officer, Tameka Kirkman, to understand your current objectives and provide a strategic approach to solving your challenges. Together, they will recommend comprehensive solutions allowing you to maximize efficiencies across your entire commerce cycle.

Our client service team is designed to support your business needs. Our relationship management team is responsible for managing your account and providing strategic and consultative collaboration. In addition, account managers will assist with your day-to-day activities and in facilitating support from other specialized service teams. Additional service teams (chargeback management, operations and infrastructure, point of sale, technical help, etc.) are organized by function to help support your account as needed.

Our Account Management team is your primary contact for problem resolution and will facilitate the escalation process, should it be necessary. For issues that require escalation, we will provide you with a contact list detailing the appropriate escalation paths. A typical chain of command includes the account management team, relationship management team, and their group manager.

- **Current Procedure - The City accepts Visa, MasterCard, Discover, AMEX, Apple pay, Google pay, and debit cards as methods of payment at the City Hall Customer Service Center. Payments are accepted for a number of transactions, including utility bills, building permit fees, business license fees,**

ordinance violation fees, records fees, parking passes and fees for use of our BiCentennial Park facilities. The City currently accepts payments in person, online, at kiosks, and over the telephone. We have seven MID's that facilitate daily business. Gateway providers include Fiserv.

Digital Bill Payment

We support the full array of card payment methods—American Express, Discover, Mastercard and Visa—for credit cards, debit cards, gift cards and prepaid cards.

We can make any or all of these card types available to the City and your customers, depending on your needs.

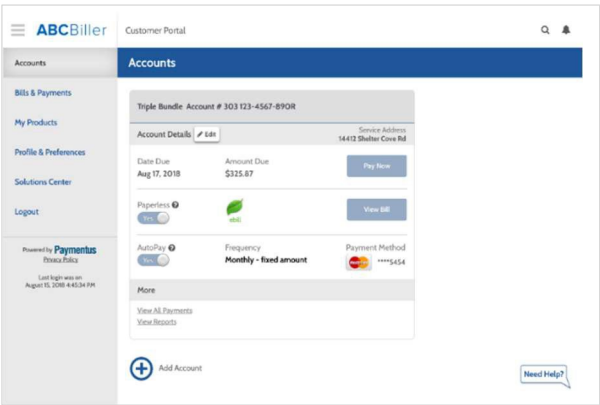
Constituents benefit from modern payment methods that allow them to view and pay their bills easily and efficiently. With the Digital Bill Payment solution, the City is poised to deliver innovative solutions to your constituents by providing them with the ability to pay obligations owed to you in person or online, in many convenient ways. As a fully hosted, single-vendor solution, our relationship with Paymentus alleviates the burden, disadvantages and costs of coordinating across different vendor systems. With one connection and one integration, the City has access to industry leading electronic bill presentment service and directly integrated with J.P. Morgan and our J.P. Morgan Merchant Services platform. Digital wallets are processed through Braintree.

With our solution, your constituents can easily view invoices electronically and pay single or multiple invoices through an online portal. Implementing Digital Bill Payment enables the City to improve reconciliation by streamlining a paper-intensive process and migrate your constituents to electronic payments to expedite collections.

Online payments

The Digital Bill Payment solution offers multiple options for integration into our electronic billing and payment solution from fully hosted user interfaces (UI) to a client-hosted solution using our tokenized payment application programming interface (API). We support single sign-on and provide any programming requirements for integration with your systems and website.

For our hosted UI, Digital Bill Payment offers significant flexibility that leverages your style sheets, allowing you to choose the logos, fonts, interstitials, banners, specialized fields and more. Our online channel is easy to navigate and simple to understand with automated technologies to help prevent user errors and help deliver security and privacy. Our UI is designed with advanced configurability to meet our clients' precise needs for branding, specialized fields, layout and flow that integrate seamlessly with your existing online presence, computer information system and other backend systems. All aspects of the service are also available via API, iframe or modal.

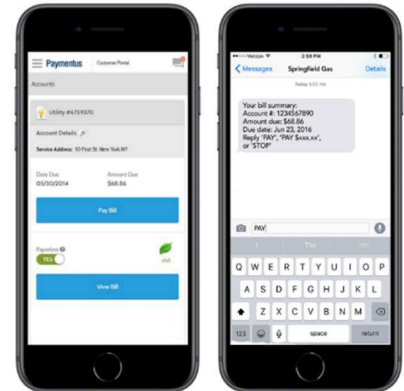


Mobile payments

Our solution delivers greater convenience for busy, on-the-go customers. We have multiple options to confirm the solution aligns with your business strategy.

Mobile web: The responsive design optimizes the web experience for smartphones and tablets, providing an ideal viewing experience with minimal resizing, panning and scrolling.

Pay-by-text: It doesn't get any easier than this. This service allows your constituents to opt-in to receive a text message with their current balance and due date. Constituents can respond "Pay" to instantly pay their bill.



AutoPay/recurring payments

With AutoPay, your constituents can set up worry-free, automatic recurring payments, choosing the frequency and method of payment from the options you provide. The service includes enrollment management, notification preferences, schedules, payment methods and more. Additionally, you can give your staff permission and related entitlements to set up AutoPay on behalf of a constituent.

Most important, the payment methods are never captured or stored in the City's systems.

Interactive voice response payments

Digital Bill Payment provides a fully integrated interactive voice response (IVR) payment channel with customized greetings and highly configurable prompts, flows and trees. Our purposeful design approach supports voice prompts with different languages including English and Spanish. Customers can “zero-out” or transfer automatically upon detection of difficulty to speak with a customer service representative.

Paymentus owns the solution’s IVR technology and, unlike traditional providers, does not rely on third-party vendors for this important customer touchpoint. We do not charge a fee for integration services, airtime (minutes used), maintenance, monitoring or upgrades.

In-person payments

Point of sale devices

For over-the-counter payments in your departments, Digital Bill Payment supports electronic devices that populate card information automatically into the Agent Dashboard. This fully encrypted process allows you to move progressively away from handling and exposing staff to sensitive credit card information. The customer service agent is only required to enter the payment amount and customer account number.

While legacy providers offer a cumbersome counter payment experience that switches between a virtual terminal and the billing system, Paymentus is proud to offer a simple, single interface model for quick, seamless and secure payments.

Kiosk

With kiosks, the City makes it convenient for your constituents to pay in the lobby versus at the counter—saving valuable time for your staff and eliminating exposure to PCI data. Constituents are guided through a few simple prompts to complete the payment on their own with confirmation provided once the transaction is completed.

Secure Service®

With this Paymentus-patented technology, the City will avoid exposing customer service representatives (CSRs) to payment information and steer clear of PCI exposure across all phone and digital channels.

The CSR engages our secure IVR environment when it's time for the customer to provide payment details, or sends the customer a text message with a unique link that gives them ability to make the payment from their

PAYMENTUS AND J.P. MORGAN COLLABORATION

Delivers innovative technology and fresh perspectives—disrupting the status quo of legacy providers

Unified solution with more payment methods, touchpoints for interaction and intuitive experiences. Paymentus is a preferred provider of market leaders nationwide:

- PayPal, the world’s leading digital wallet, named Paymentus as their “Global Bill Payment Partner.” Paymentus will not only bring PayPal, Venmo and PayPal Credit to clients, but will also power PayPal’s soon-to-be-released app for bill payment capabilities.
- FORTUNE 500® companies and market leaders across an array of industries are conducting comprehensive evaluations and choosing Paymentus because of its innovative technology, unmatched stability and fresh perspectives that are disrupting the status quo of legacy providers.

Organizations who use the Paymentus solution are widely recognized by J.D. Power, Forrester and other industry analysts for delivering experiences that delight customers.

mobile phone. All information carries over with no need to re-authenticate. As the constituent enters the payment, the CSR can monitor progress to verify payment success.

Merchant Services

As an acquirer, we accept and process many different payment brands and types including specific local payment methods and mobile wallets, but we do not route to other acquirers.

We support payment brands and types including Visa, Mastercard, American Express, Discover, JCB, Diners Club, PINless Debit e-commerce, PINless Debit Bill Payment networks, numerous mobile wallets and some private label cards as shown in the following table.

We also provide one-stop payments processing. You may submit all card types, including electronic check transactions in one file. We process all methods of payment in the same manner, eliminating the need for you to manage separate system requirements.

Supported payment brands and payment types

Credit Cards

Mastercard	Visa	Discover
American Express	JCB ¹	Diners Club
UnionPay ¹		

PINless Debit Cards

STAR	PULSE	NYCE
Accel		

Local Payment Methods

Electronic Check (ACH)	Pay by Bank	

Digital Wallets

Apple Pay	Google Pay	Paze

¹ Via Discover, restrictions apply

- **Transaction Requirements - All card transactions must be authorized, captured, balanced, and settled on a daily basis, electronically receiving credit the following business day.**

Digital Bill Payment

Paymentus manages settlement/clearing with J.P. Morgan Merchant Services using our Digital Bill Payment solution. Digital Wallets are processed through Braintree. This provides the City with a streamlined remittance process across multiple payment channels and payment methods. It includes reporting and deposits that match to the penny. Merchant ID setup is a standard protocol that we configure and test as part of the fully managed client onboarding process.

If you require settlement to multiple distinct accounts (e.g., by payment type, department, LOB, etc.), we can easily accommodate that.

Speedy and simple

We provide funding via ACH, helping you get **your funds faster** and **simplifying reconciliation** by removing the staggered funding process. As a standard, we offer next-business-day settlement across all payment methods except for Amex and digital wallets (two-business-day settlement). If you need expedited settlement for Amex and digital wallets, the settlement method would need to change from ACH to wire for sales transactions. Settlement to a non-J.P. Morgan account adds another business day to settlement time. The City has full continuous visibility in real time to the current amount due for collection. Real-time, detail- and summary-level reports are available to view each transaction and payment so you can reconcile them with the associated bank deposit. We work within defined guidelines to determine your funding time requirements for preferred funding and reconciliation.

Operating/concentration account(s) at J.P. Morgan fund payments collected from all channels. This occurs ahead of the 7:00 p.m. CT cutoff time by ACH deposit that offsets to your J.P. Morgan bank account(s) the next business day except for Amex and digital wallets (two-business-day settlement). The deposit(s) does not depend on the payment method or on collecting funds from the customer's account. The total deposit will match the daily remittance file(s).

Payments will be settled next business day if entered by the settlement cutoff time (unless otherwise noted; excluding weekends and holidays). If a payment misses settlement cutoff time (7:00 p.m. CT) funds will settle two business days from most recent activity date (excludes holidays and weekends). Any payments submitted on a holiday will be settled one to two business days later.

Merchant Services

Daily settlements are net and also includes all fee and chargeback deductions. Deposits to a merchant's third-party bank account can be supported on a case-by-case basis although our preference is settlement to a J.P. Morgan account to avoid any loss of value date on deposit. With J.P. Morgan there is no minimum amount needed before funding can be triggered.

- **Fee Structure - The credit card and debit card fee structure must be a flat discount rate for any AMEX, Visa, MasterCard, or Discover transaction. All fees must remain constant through the term of the contract.**

Digital Bill Payment

A key objective that is shared across the nation amongst our government clients is enhancing essential services. Municipalities must effectively use limited resources, budget and staff while providing increased value to taxpayers. We're offering a competitive cost proposal, inclusive of the bid requirements. Through Digital Bill Payment, government clients can now get simplified pricing with a single fee through account analysis—allowing you to use earnings credit rate to pay for any of the solution fees.

Merchant Services

As long as the City continues to meet the processing volume and assumptions set forth in the RFP, the components of the proposed pricing that are dictated solely by J.P. Morgan will remain the same throughout the term of the Agreement. As you are likely aware, however, our price proposal also includes fees charged by the various payment brands, which are subject to change at their sole discretion. Therefore, such third-party pricing components may vary during the term of the Agreement. Furthermore, to the extent the City's processing volume or processing assumptions change throughout the term of the contract, J.P. Morgan reserves the right to modify its fees with prior notice to the City.

- **Online Account Access - All merchant accounts should be available through an online portal. This portal should provide the following:**
- **1. Monthly analysis statements**

Digital Bill Payment

The Agent Dashboard from the Digital Bill Payment solution is a powerful reporting and management tool, giving your staff online access to real-time billing and payment activity across channels. Your staff is able to look up/research payments and perform a broad array of customer care and back-office tasks such as:

- View payments in real time
- Cancel payments in real time
- Suppress paper for customers
- View and access reports
- Create and manage a variety of customer messages
- View and track payment metrics
- Manage files
- Transact customer payments
- Suspend/block payment methods
- View billing statements
- Download reports to Excel, CSV, etc.
- Control access permissions
- Analyze data

Access and permission assignments are based on legitimate business needs determined by you, using role- and permission-based controls. Designated administrators from the City control access and entitlements, using City-defined roles and permissions. Your business requirements define the specific functionalities available to each role and individual user.

Merchant Services

The Vendor shall provide monthly statements to the City on a calendar month basis through the City's accounts receivable payment processes.

The monthly statement shall include, at a minimum, the following (subject to change):

- Name and Address of the vendor
- Account Number
- Invoice number and date
- Billing period
- Purchase Order (PO) Number
- Type of Service Provided
- Quantity of Service Units
- Unit Price (Per Minute, Hourly wage, etc. if applicable)
- Discounts/reimbursements (if applicable)
- Total current charges
- Past due charges
- Balance to date
- Date due
- Remittance address
- Electronic routing number
- Toll Free telephone number and email advice address for billing inquiries
- Federal Identification Number

Confirmed, except for:

- Invoice number and date
- Purchase Order (PO) Number
- Quantity of Service Units
- Unit Price (Per Minute, Hourly wage, etc.)
- Electronic routing number
- Federal Identification Number

- **2. Monthly transaction reports**

Digital Bill Payment

Our Digital Bill Payment solution's Agent Dashboard provides a comprehensive suite of standard and custom reports to meet the City's needs. Data pulled in real time from Paymentus databases populates these reports. Balance and transaction reporting, in addition to cash positioning tools, are available to the City in J.P. Morgan Access. Detailed descriptions of the Agent Dashboard and J.P. Morgan Access follow.

Your authorized users can run summary- and transaction-level reports on demand or schedule reports at defined intervals. View reports online and download them through the Agent Dashboard. Reports can be delivered via email in PDF format to a group distribution or sent to a secure FTP site. Export report detail via CSV for further analysis and customization in Excel or any other data management tool.

Digital Bill Payment reporting

As standard protocol, we'll work with you to consolidate or segment information based on the department, service type, payment method and any other classifications that you define.

Standard reporting structures

• Report totals: ▪ Transactions ▪ Revenue totals • Payments made today, last 7 days, last 30 days and custom date range • Scheduled payments • Failed payments • Cash reconciliation • Financial summary • Notification of changes (NOC) • Deposits	• Returns • Payouts • Paper suppression • Bill life cycle and late payers • Notifications • Campaign manager • Customer information (CIF) and posting files • Mobile wallet enrollment • Pay-by-PDF and Pay-by-text enrollment • IVR sessions • Users

Proprietary and confidential

We provide all reports in a modular technology environment so various City users/departments can choose the required reports. Your staff also has access to ad-hoc query capabilities that allow the user to select the search criteria from the fields in the table below.

Search criteria

• Confirmation number • Account number • Date range • Payment status	• Dollar range • Payment method • Payment channel • Customer name	• User ID • Email • Other client-defined field(s)

The Digital Bill Payment solution also captures and shares extensive telemetry on all activity, such as end-user activity, admin activity, IVR activity, payment activity, wallet and account activity. It provides reporting and analytics on both atomic and aggregated telemetry data.

Sample reports

Payments Made Today tab

J.P.Morgan

Agent Dashboard

System Administrator

ET

Dashboards

Payments

AutoPay

Accounts

Reports

Reports

Payments

Payment Totals

Deposits and Returns

Bill Lifecycle Reports

Campaign Manager Imports

Campaign Manager Call Records

Notifications

File Reports

Pay by PDI & SMS

Payment Summary Report

User Reports

Payments Made Today (Jan 04, 2024)

1-12 of 85 items.

Download CSV

Refresh System File

Confirmation Number	Related Payment	Amount	Additional Amount	Payment Type	Account Number	Customer	Phone Number	Payment Date/Time	Payment Method	Origin	Channel	Originator	Status	Status Description	Email Status	Third Party	Action	History of Records
83860657	\$132.77	\$130.00		UTILITY	172117-001	John Williams	434-684-2780	Jan 03, 2024 09:11:30 PM	Visa*****6443 (partial)	Customer Portal	Scheduled payment Channel	Scheduler	Accepted	Approved	Sent		View Cancel View	
83736061	\$88.00	\$88.00	\$8.00	License	979135-3601803	Frank McCrory	705-222-1131	Jan 03, 2024 6:21:41 PM	PayPal	Customer Portal	Web Channel	Web Channel	Accepted	Approved	Sent		View Cancel View	
83736230	\$223.96	\$0.00	\$0.00	tax	7310248-001	Kate Johnson	112-728-3462	Jan 03, 2024 7:23:44 PM	Visa*****6446 (partial)	Customer Portal	Web Channel	Web Channel	Accepted	Approved	Sent		View Cancel View	
83707041	\$75.88	\$0.00	\$0.00	UTILITY	006968-001	Daniel Beckmann	714-543-4911	Jan 03, 2024 7:10:36 PM	Visa*****9143	RFI	RFI Channel	RFI Channel	Accepted	Approved	Sent		View Cancel View	
83867901	\$118.48	\$0.00	\$0.00	UTILITY	581178-001	Polen Giffle	307-736-3423	Jan 03, 2024 6:11:30 PM	Visa	Mobile	Mobile Channel	Mobile Channel	Accepted	Approved	Sent		View Cancel View	
83534502	\$300.00	\$0.00	\$0.00	Deposit	625092-001	Rene Wenne	212-550-1912	Jan 03, 2024 5:11:32 PM	Checking*****6028 (partial)	Agent Dashboard	Agent Dashboard	Agent Dashboard	Accepted	Approved	Sent		View Cancel View	
83900419	\$145.00	\$0.00	\$0.00	UTILITY	097060-001	Michael Jordan	817-354-7860	Jan 03, 2024 8:04:57 PM	Checking*****3824	RFI	RFI Channel	RFI Channel	Accepted	Approved	Sent		View Cancel View	
83488250	\$110.00	\$0.00	\$0.00	UTILITY	280128-002	Octavia Spencer	281-801-0046	Jan 03, 2024 8:51:21 PM	PayPal	Customer Portal	Web Channel	Web Channel	Accepted	Approved	Sent		View Cancel View	
83403645	\$250.00	\$2.95	\$0.00	UTILITY	940553-3604453	Alexis Porter	308-527-5012	Jan 03, 2024 8:23:36 PM	AMEX*****3887	Customer Portal	Web Channel	Web Channel	Accepted	Approved	Bounced		View Cancel View	
83227803	\$60.37	\$0.00	\$0.00	License	772120-001	Karen Karle	508-550-6790	Jan 03, 2024 2:50:48 PM	Disc*****6532	Agent Dashboard	Agent Dashboard	Agent Dashboard	Accepted	Approved	Sent		View Cancel View	
83010782	\$122.42	\$0.00	\$0.00	UTILITY	48638-001	Scott Simpson	407-442-8446	Jan 03, 2024 12:18:22 PM	MC*****1466 (partial)	Customer Portal	Web Channel	Web Channel	Accepted	Approved	Sent		View Cancel View	
83069855	\$385.18	\$0.00	\$0.00	Tax	270548-001	Emily Blunt	706-685-1095	Jan 03, 2024 11:38:23 AM	Checking*****7080	Responsive DTI	Web Channel	Web Channel	Accepted	Approved	Sent		View Cancel View	

Figure 50

Proprietary and confidential

Deposits and Returns tab

Please click on the report you would like to create.

Deposits and Returns

[Net Deposit Summary - Jan 1, 2024](#)

Deposit transfer summary details (Deposits transfer summary records within the last 24 hours)

[Deposits - Jan 1, 2024](#)

(Deposits: 0 Deposit Amount: \$0.00, Returns: 0 Returned Amount: \$0.00, Net Deposit: \$0.00)
Deposit details (Deposits scheduled within 24 hours immediately before last cut-off time)

[Returns - Jan 1, 2024](#)

(Returns: 0 Returned Amount: \$0.00, Deposits: 0 Deposit Amount: \$0.00, Net Deposit: \$0.00)
Returns details (Returns posted within 24 hours immediately before last cut-off time)

[Deposit Transfer Summary by Processor](#)

*** NEW ***
Deposit Transfer Summary by Processor for effective date range you specify

[Payout Summary](#)

*** NEW ***
Payout Summary for effective date range you specify

[Deposit Transfer Summary By Day Customized](#)

Deposit Transfer Summaries By Day for effective date range you specify

[Customized Deposits](#)

Deposits received within the date range you specify

[Customized Returns](#)

Returns received within the date range you specify

Financial Report
Financial Summary Report provided by merchant processor for the last 24 hours

Net Deposits Summary
Deposits transfer summary records within the last 24 hours

Customized Financial Report
Financial Summary Report from merchant processor for specified date range

Figure 51

Proprietary and confidential

Dashboard summary tab

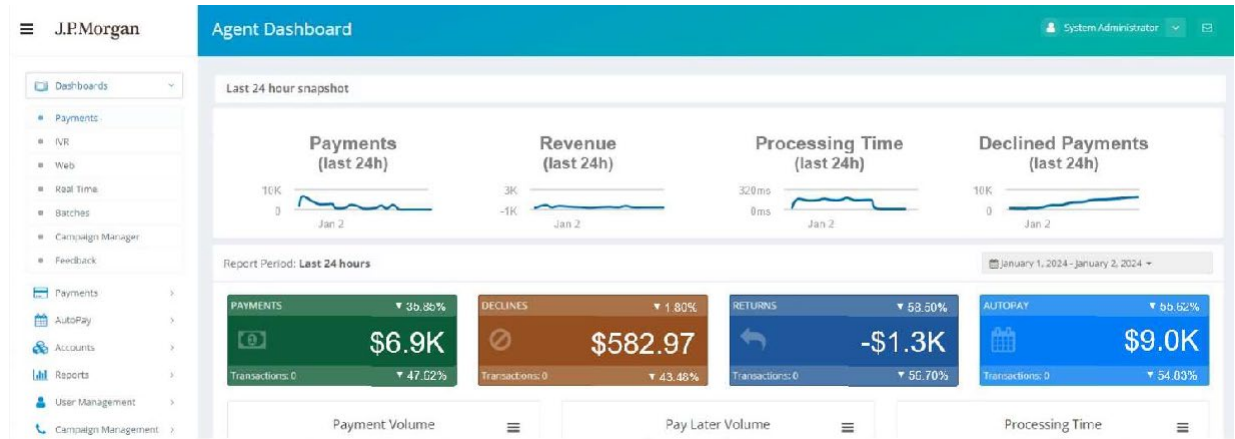


Figure 52

Proprietary and confidential

J.P. Morgan Access Reporting

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

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

2024 Coalition Greenwich Digital Banking Benchmark study

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

Our comprehensive cash management system at a glance

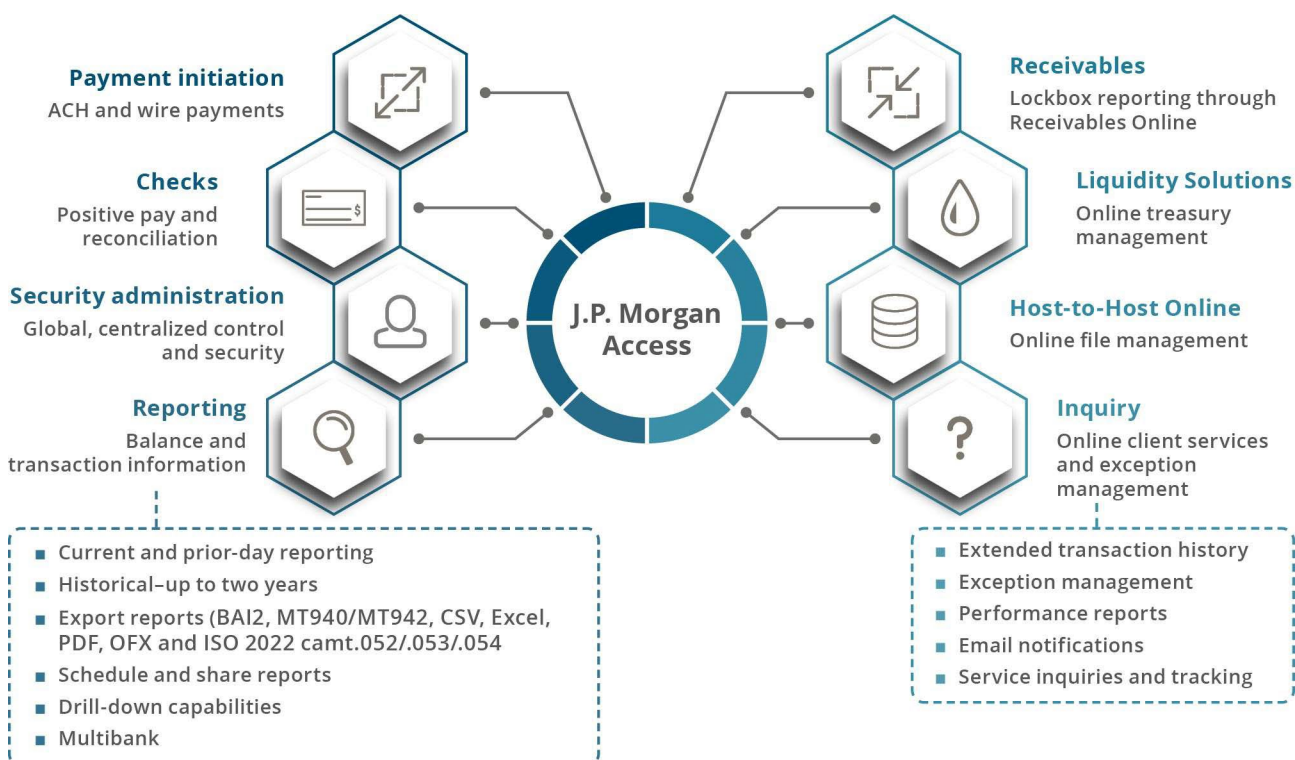


Figure 53

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

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

Benefits of our approach: Online portal—simple, intuitive and integrated



Powerful security

Receive protection of privacy and authenticity of users, data and transactions when you access the portal via our sophisticated multi-layer security system



Easy to use

Use a single sign-on and seamlessly access authorized accounts and functionality with automatic upgrades when users sign on

Benefits of our approach: Online portal—simple, intuitive and integrated



Saves time

View critical information at your fingertips on your customized home page—with features and capabilities that are just a few clicks away



Alert notifications

Set up a variety of customizable business critical alert notifications to save you time and make sure you don't miss anything



Decision support interfaces

Manage your data effectively using filtering and export technologies



Virtually effortless administration

Security administrators use simple and intuitive tools to manage frequent user entitlement changes in real time, and **save time** with features like cloning entitlements and cloning account and user groups



Flexibility

Select the services required to support your current business environment and add additional services **as your needs evolve**



File transmission insights

View file transmissions and monitor the status and expiration dates of file transmission security keys



Self-service training and education

Access a single and consistent location called the Access Help Center for product and service learning options, a guides library, an intuitive online webinar registration tool that allows your staff to participate as needed—plus other tools and resources

Merchant Services

The City can use our Reporting API and Commerce Center UI to configure, format and schedule delivery of reports. You may also perform Transaction History searches using our Commerce Center UI for conducting research into individual transactions. You can locate transactions after they have been processed and receive a detailed response of the end-to-end transaction life cycle, as well as process a refund where needed.

The following Report Types are available via our Reporting API and Commerce Center UI:

- **Settlement Detail report:** Deep dive into your settlement data to uncover trends. Review fees associated with a transaction, view settlements, and track bank deposits (including refunds and chargebacks in a single view)
- **Disputes Detail report:** Reduce threats and recover lost revenue. Track dispute activity, summarize new incoming disputes, and track status changes and financial impact of chargebacks.

- **Fee Detail report:** Track changes to your fees and monitor your costs. Understand transaction-level fees and other transaction activity such as requalification, disputes, etc., to perform cost optimization.
- **Settlement Summary report:** Summarize bank deposits over longer periods of time and get insight into aggregate fee structures.
- **Transaction Details report:** Optimize your authorization rates and get a preview of sales activity before pre-settlement.
- **Submission Details report:** View transactions details, including the transactions which are not submitted for funding yet.

The **Insights Dashboard** also offers an overview of your latest metrics, including processing volumes, costs, disputes, funding and authorization. Insights are fully customizable with a range of filters and selection options, allowing you to highlight important metrics and focus on what's important to your business.

In addition to these standard reports, our Data API reporting capabilities provide you with the ability to schedule ad hoc reports automatically generated for you based at a time specified by you. You have the ability to customize reports based on the attributes available to you via data APIs (e.g., schedule reports daily/weekly/monthly, choose which processing entity (PE) to group each report in) and receive reporting at company level. This allows you to shift, change and add reports with any combination of merchant numbers at any time. You can save these modifications as customized templates for future use and schedule for report.

- **3. Customizable reports**

Digital Bill Payment

Our Digital Bill Payment solution's Agent Dashboard provides a comprehensive suite of standard and custom reports to meet the City's needs. Data pulled in real time from Paymentus databases populates these reports. Balance and transaction reporting, in addition to cash positioning tools, are available to the City in J.P. Morgan Access. Detailed descriptions of the Agent Dashboard and J.P. Morgan Access follow.

Merchant Services

Custom reporting capabilities can be utilized to search and include data in the report output that fit the need of the use case.

Within the Commerce Center reporting or on the API, select the entities and attributes that will fit the use case. Up to 100 entities can be included in your report and scheduled for the frequency that is needed for reconciliation. A user can schedule up to 20 configurations per entity ID that they are entitled to. Further management can occur on configurations in the case further setup is needed.

A user can download the data via CSV or PDF and open in applications such as Microsoft Excel or a PDF viewer. Further manipulation can occur within those programs to meet a user's business requirements.

- **4. Merchant Chargebacks: Proper notification of merchant chargebacks should be provided with the option of electronic and/or paper delivery.**

Digital Bill Payment

We look forward to learning more about your processes and requirements so we can tailor our flexible solution to support your needs.

The Agent Dashboard reports chargebacks, which are cross-referenced to the original payment and debited from your account. J.P. Morgan Merchant Services conducts detailed analysis, with little or no merchant involvement required.

View verified chargebacks in the Reports section of the Agent Dashboard. Full transaction details include the:

- Reason code and description
- Customer name
- Transaction type
- Transaction amount
- Invoice number
- Account number
- Reference number
- Transaction date
- Original reference number
- Received date

The client services team is available to assist with any research or requests the City has related to chargebacks. As needed, your J.P. Morgan relationship manager and Paymentus Customer Care support will act in combination with the client services team to help provide timely response to support inquiries.

Merchant Services

We actively work with you to minimize your total disputes and the effect they have on the City, with our Dispute Operations Team proactively evaluating disputed charges.

As part of our disputes program and process, we:

- Perform dispute processing in-house on our proprietary system. We have developed a technologically-advanced database and a decision logic system to electronically receive and interrogate each dispute. We are notified electronically that a dispute has been initiated against your account prior to receiving the supporting questionnaire or other images.

- Review the dispute to guarantee it has a valid reason code, is within the required time frames, and has all the necessary supporting documentation from the issuing bank. Upon receipt of disputes from issuers, when we can, we automatically respond on your behalf, reversing unnecessary or inappropriate disputes.
- Review disputes for compliance with regulations. We may also utilize the pre-compliance dispute process if there is a violation of a payment brand rule or regulation for which there is no established dispute reason code. In either situation, if the charge is disputed, the cardholder must contact their issuer who then completes documentation, such as a questionnaire (Visa) or a Billing Dispute Form (Mastercard), detailing the reason for the dispute. The issuer then credits the cardholder's account and initiates the dispute process.
- Process items within the required time frames to preserve your re-presentment/pre-arbitration rights. Our Transaction History Database, which maintains a six-month complete transaction history by credit/debit card number, enables this sophisticated electronic processing.
- Our Relationship Management team tracks and monitors chargeback and fraud rates related to the brand thresholds to work with the City on not reaching those thresholds, but if they are met, through timely notification and solutioning to rectify quickly.

For cases that you need to action manually, response tools include accept, represent, document upload and bulk action features. You can accept each case separately or via bulk action and can represent each case and use document upload to provide evidence.

Our solution provides real-time webhooks notifications sent over to merchants when a case is created and when it is updated. Additionally, there is on demand reporting for disputes, available via our Reporting API and Commerce Center. The City will be able to access our Disputes Detail report, which allows you to track dispute activity, summarize new incoming disputes, and track status changes and financial impact of chargebacks. Our report types offer attributes like charge category codes, which can help the City identify a chargeback vs. a refund.

The Disputes Operations team is on hand to support merchants dispute queries, alongside their usual support.

Disputes Operation team contact details:

- **Phone number:** 1-800-333-3372
- **NAP platform email:** chase-cb@chase.com
- **Global platform email:** chase.global@chase.com
- **Promotional Material - The vendor will provide the City with promotional material so citizens will know they can use credit cards for their transactions. This material should include, at a minimum, a sign with credit card logos that can be placed at the Customer Service Center to notify customers that credit cards are accepted.**

Digital Bill Payment

Digital Bill Payment can provide support to the City with our Client Adoption Success Team (CAST). They are a dedicated group of adoption specialists, writers, and designers focused on driving user adoption and

increasing transaction volumes for our platform. CAST provides full-scale marketing support tailored to meet the unique needs of the City, for the successful promotion and utilization of electronic billing and payment solutions.

CAST offers a wide array of customizable marketing materials and strategies, including in-office and print materials, digital campaigns, incentive programs, direct mail, social media, and public relations. These materials are designed to align with your branding and messaging, creating a cohesive and professional experience for your customers. Additionally, CAST can help develop a comprehensive PR plan to support your adoption goals.

By leveraging the expertise of CAST, the City can effectively increase customer engagement, drive digital adoption, and maximize the value of the platform. This program is designed to make sure that your customers are not only aware of the available solutions but are also motivated to use them, potentially resulting in higher adoption rates and improved satisfaction. After further discussions, confirmation of volumes and scope during implementations, we can determine what CAST can successfully provide the City of Joliet.

Merchant Services

We can deploy welcome kits (via our deployment vendor) that include payment brand logos for display, so your customers are aware credit cards are an accepted form of payment.

- **Training - The bank must provide training to Customer Service Center staff on all equipment, if necessary.**

Digital Bill Payment

We can always add more sessions—at **no cost**—to address any additional questions, refresh the trainers or present new features.

The City users are also provided with documentation, quick reference guides and training manuals for the Digital Bill Payment solution.

Merchant Services

As part of the onboarding process, the Client Onboarding Team can arrange for a tele-training session(s) of our systems. Available topics include the use of our payment services equipment and self-service reporting tools. These sessions typically last one to two hours. Subsequent tele-training sessions can be arranged via your relationship management team as needed.

- Self-service reference material and videos are published on our website.
- 24-hour Customer Service support is available to assist with account management and/or equipment inquiries.
- **Equipment - The City currently uses sixteen (16) wired FD150 EMV terminals with chip and swipe enabled RP10 EMV Pin Pads to complete credit card and debit card transactions through the Tyler**

ERP cash receipting module. Current equipment is owned and was provided by Tyler ERP. The City will invest in new terminals if recommended by the selected vendor. This equipment must integrate with the City's current cash registers.

Digital Bill Payment

With Digital Bill Payment, the City would have to replace their existing EMV terminals. The integrated EMV devices would require the City to use the Agent Dashboard, an online portal, to initiate a walk-in card payment. The Digital Bill Payment EMV devices would not integrate with your current cash registers.

We would need to discuss this further during implementation to better understand the scope of these payments, current integration, and if J.P. Morgan's merchant solutions could assist.

TYLER PAYMENTS - WINDOW TRANSACTIONS beg 09/18/24

Card Type	September 2024 - August 2025 Transactions	September 2024 - August 2025
Dollars		
Visa	9,414	\$ 3,099,055.73
Master Card	6,694	\$ 1,834,173.55
Discover Card	231	\$ 67,846.13
American Express	453	\$ 561,037.80
Total	16,792	\$ 5,562,113.21

PAYMENTUS - KIOSK (Utility Bills) – THIRD PARTY VENDOR

Card Type	September 2024 - August 2025 Transactions	September 2024 - August 2025
Dollars		
Visa	497	\$ 59,834.16
Master Card	382	\$ 44,775.34
Discover Card	15	\$ 2,528.55
American Express	2	\$ 303.00
Electronic Checks	72	\$ 7,901.96
Cash	390	\$ 48,642.00
Total	1,358	\$ 163,985.01

PAYMENTUS - IVR (Utility Bills) – THIRD PARTY VENDOR

Card Type	September 2024 - August 2025 Transactions	September 2024 - August 2025 Dollars
Visa	100,410	\$ 15,156,277.91
Master Card	61,295	\$ 9,389,794.35
Discover Card	3565	\$ 476,399.79
American Express	2432	\$ 386,050.14
Electronic Checks	51,571	\$ 7,943,471.98
PayPal	147	\$ 20,943.99
Walmart Pay	16	\$ 2,173.84
Total	219,436	\$ 33,375,112.00

PAYMENTUS – OTC/BUSINESS SERVICES – THIRD PARTY VENDOR

Card Type	September 2024 - August 2025 Transactions	September 2024 - August 2025 Dollars
Visa	1,154	\$ 397,726.29
Master Card	653	\$ 248,059.02
Discover Card	47	\$ 9,986.75
Debit Card	305	\$ 87,751.70
American Express	117	\$ 52,010.40
Electronic Checks	580	\$ 415,629.40
Total	2,856	\$ 1,211,163.56

PAYMENTUS – DACRA (Citations) – THIRD PARTY VENDOR

Card Type	September 2024 - August 2025 Transactions	September 2024 - August 2025 Dollars
Visa	854	\$ 52,004.60
Master Card	459	\$ 30,557.85

Discover Card	114	\$ 5,360.00
Debit Card	3,770	\$ 206,255.80
American Express	133	\$ 9,694.10
Electronic Checks	303	\$ 19,350.00
PayPal	442	\$ 19,530.00
Venmo	38	\$ 1,465.00
Total	6,113	\$ 344,217.35

- s. **Employee Procurement Cards – Currently, City employees use credit cards issued by JP Morgan Chase. The City will not pay an annual or other fee for these credit cards and prefers banks that offer a rebate on purchased amounts beginning with the first dollar spent. Proposers shall indicate the rebate formula offered. The City should be able to limit the amount of any single purchase, the amount of daily purchases, and the type of vendor in which a cardholder may make purchases. The City would also need to receive individual statements for each cardholder as well as a consolidated statement for all charges for all cards and would need the ability to view account activity on-line.**

As an existing J.P. Morgan client, and as we propose the City continue forward under the current Tarrant County card agreement, we are pleased to agree to all of the above. Specifically, regarding fees, there is no annual fee nor any other charged to utilize our card program. Fees related to unusual circumstances such as late payment, or optional services such as international transactions or cash advances are detailed in our contract.

Please see attached contract documents (Attachment 8).

Though we recommend the City continue forward with the existing One Card program, we offer several Commercial Card solutions and highlight them at-a-glance below.

Whether it be traditional plastic cards for procurement and travel expense or advanced payables solutions like virtual cards, let us design the optimal program solutions to help the City transform your business.

Commercial Card solutions

	Purchasing Card Plastic and cardless (ghost) payment solution • <i>Reduce costs:</i> Increase efficiency, streamline processes and reduce costly manual processing on low-value/high-frequency spend • <i>Enhance control:</i> Enhance employee convenience with spend controls and added visibility to promote policy adherence and minimize misuse • <i>Realize gains:</i> Create potential for rebate revenue and cash flow optimization
	Corporate Card Plastic travel and entertainment payment solution • <i>Empower travelers:</i> Empower business travelers to make purchases within the limits and boundaries set by the organization • <i>Improve convenience:</i> Take advantage of broad acceptance at millions of locations worldwide and increase spend capture • <i>Increase visibility:</i> Level III travel data is available within PaymentNet (if passed by the merchant) for display and reporting to allow for spend visibility and policy monitoring.
	One Card One solution to manage multiple types of spend • <i>Simplify processes:</i> Simplify program administration and place essential program functionality at the fingertips of your users • <i>Enhance control:</i> Greater employee convenience and streamlined purchasing control with one card to carry and one set of spend controls • <i>Aggregate spend:</i> Aggregate spend capture as you consolidate the rebate revenue stream for optimal earning potential
	Virtual Card Virtual, electronic single-use payables solution • <i>Automate control (to the penny):</i> Automate higher value spend requiring accounts payable control or “one-off” transactions • <i>Get it all:</i> Receive the benefits of a Purchasing Card with the controls of a check (payee, date, amount) and the efficiencies of ACH • <i>Realize gains:</i> Take advantage of earning rebate revenue, extending float, increasing liquidity and streamlining the payment process

Leverage the experience of a market leader

What does that mean to you?

It means we provide you with proven solutions and time-tested features tailored to your complex needs—regardless of the size of your program, range of spend, specific business challenges, goals and technology.

Being one of the most strongly capitalized bank-holding companies means you benefit from our flexibility to pursue technology enhancements and capital investments into new products and services, to continually seek **innovative concepts** and ways to increase operating efficiencies.

Leverage our consultative approach at all stages of your program

Our consultative approach means we are relationship focused. We design, implement and manage a solution to meet your needs, subject to your approval.

From Client Onboarding to ongoing support, dedicated in-house Client Onboarding helps you get started and in-house service provides ongoing client care to help solve problems quickly.

We begin by taking the time to learn more about the issues that confront your organization each day, your processes, how these processes work, and what you are trying to achieve.

Once we have assessed your needs, we recommend the program that works for you to enhance control, simplify payments and optimize cash flow.

Leverage our specialists to optimize your payment strategy in areas of:

- Industry benchmarking
- Program communications
- Program consistency
- Spend segmentation analysis
- Program value quantification
- Supplier recruitment

Leverage our scale

With one of the highest acceptance rates in the industry, we put the convenience of you and your cardholders first. We can help you drive adoption and capture more spend, using our large supplier network, extensive recruitment experience and broad base of acceptance.

Capture scale from a payments leader and engage J.P. Morgan Commercial Card Solutions to earn more rebates, drive operating efficiencies and enhance control.

Fees

Please see attached contract documents (Attachment 8).

Rebate

For the period of September 2024 through August 2025, the City earned \$4,606.55 in rebate on the One Card program.

CITY OF JOLIET				
Rebate Period Start:	September 2024	Contract Date:	08/25/2020	
Rebate Period End:	August 2025	Amendment Date:	08/25/2024	Rebate Earned: \$ 4,606.55
Organization Number:	30563			
Rebate Payment Frequency:	Annually			

Statistics									
Month	Standard Interchange Volume		Discount Interchange Category 1 Volume		Discount Interchange Category 2 Volume		Total Transactions		# Days
SEP-24	\$	14,602.81	\$	20,878.74	\$	481.55	97	17	30
OCT-24	\$	7,148.87	\$	18,494.78	\$	1,630.54	68	19	31
NOV-24	\$	21,966.10	\$	4,214.75	\$	0.00	59	19	30
DEC-24	\$	22,369.85	\$	9,732.48	\$	921.25	84	19	31
JAN-25	\$	26,090.84	\$	19,002.45	\$	191.04	96	19	31
FEB-25	\$	43,654.18	\$	16,260.94	\$	743.40	124	19	28
MAR-25	\$	21,726.44	\$	18,766.26	\$	907.64	132	19	31
APR-25	\$	32,243.30	\$	16,323.28	\$	305.29	119	19	30
MAY-25	\$	74,925.94	\$	14,554.04	\$	485.14	116	19	31
JUN-25	\$	38,182.63	\$	11,639.63	\$	3,932.55	105	19	30
JUL-25	\$	16,061.86	\$	22,395.16	\$	28.48	86	19	31
AUG-25	\$	19,397.67	\$	19,762.60	\$	992.97	93	19	31
YTD	\$	338,370.49	\$	192,025.11	\$	10,619.85	1,179	18.8	365

Rebate Qualification Metrics				
Annual Total Charge Volume - 30563 Total		\$	541,015.45	Settlement Terms - 30563 Total
Charge Volume per Open Account (Spend per Card) - 30563 Total		\$	28,777.42	Average File Turn (Days) - 30563 Total
Average Transaction Size - Total - 30563 Total		\$	458.88	30 / 25
				17

Calculation Details				
Standard Interchange				Rebate Earned
Discount Interchange - Cat 1				\$ 2,537.78
Discount Interchange - Cat 2				\$ 1,728.23
File Turn - Total Charge Volume				\$ 15.93
				\$ 324.61
Rebate Before Adjustments				\$ 4,606.55
Add/(Less): Net Fraud				\$ 0.00 Waived

CITY OF JOLIET			
Rebate Period Start:	September 2024	Contract Date:	08/25/2020
Rebate Period End:	August 2025	Amendment Date:	08/25/2024
Organization Number:	30563		
Rebate Payment Frequency:	Annually		

U.S. One Card									
895314331 - City of Joliet									

Rebate Grids

STANDARD VOLUME REBATE GRID						DISCOUNT INTERCHANGE CATEGORY 1 REBATE		DISCOUNT INTERCHANGE CATEGORY 2 REBATE	
ANNUAL CHARGE VOLUME	ANNUAL CHARGE VOLUME					Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as 0.90%("Category 1") multiplied by the annual Discount Interchange Rate Transaction Volume.		Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as 0.15%("Category 2") multiplied by the annual Discount Interchange Rate Transaction Volume.	
	\$250,000	\$500,000	\$1,000,000	\$5,000,000	\$10,000,000				
\$1	0.50%	0.75%	1.03%	1.53%	1.68%				
\$25,000,000	0.50%	0.75%	1.04%	1.54%	1.69%				
\$75,000,000	0.50%	0.75%	1.05%	1.55%	1.70%				
\$150,000,000	0.50%	0.75%	1.06%	1.56%	1.71%				
\$200,000,000	0.50%	0.75%	1.07%	1.57%	1.72%				
\$300,000,000	0.50%	0.75%	1.08%	1.58%	1.73%				
\$400,000,000	0.50%	0.75%	1.09%	1.59%	1.74%				
\$500,000,000	0.50%	0.75%	1.10%	1.60%	1.75%				
\$600,000,000	0.50%	0.75%	1.11%	1.61%	1.76%				

FILE TURN

An Average File Turn adjustment of 0.0050% will be earned/deducted for each full day Average File Turn is below/above 29. The maximum Average File Turn is 45.

Please see attached contract documents (Attachment 8).

Controls

We offer numerous card controls and key administrative features such as full hierarchy support, real-time adjustments of spend controls online and denial at the point of sale for transactions that do not meet your requirements.

The City’s program administrator can establish dollar, transaction, merchant category code (MCC) and cash advance limits at any level of your hierarchy: by individual, department or for the entire organization.

Control options by hierarchy level

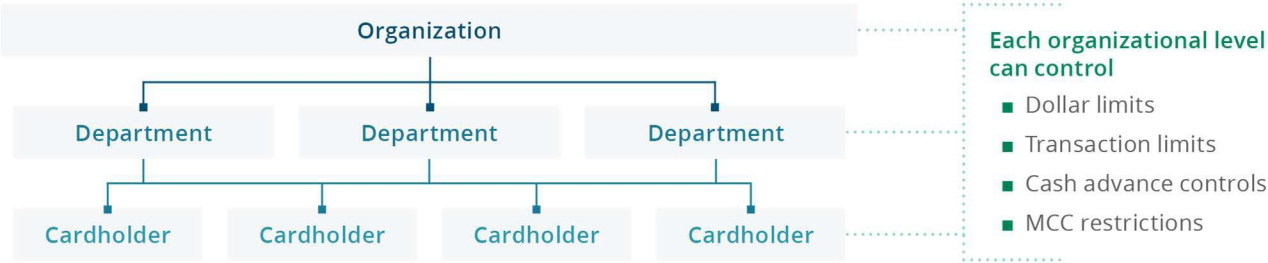


Figure 54

PaymentNet provides a variety of controls for all level of your organizational hierarchy.

Standard controls available for our commercial cards include:

- **Dollar limits:** Dollar limit controls include cycle spend, transaction amount, daily spend amount, monthly spend, and spend limits by MCC
- **Transaction limits:** Limits can be placed on the number of transactions allowed per day and per month
- **MCC restrictions:** Limits can be applied to MCCs with a dollar amount, transaction value or the number of transactions allowed per day
- **Cash advance controls:** You have the ability to control monthly cash advance amounts or totally restrict the ability to use the cash advance options

- **Guidance line:** Suspends your ability to continue to use the card when the total balance reaches its limit

The graphic below shows how you can change a cardholder's account limits.

Adjusting account limits

J.P.Morgan PaymentNet® [Contact](#) [My Profile](#) [Log Out](#)

[Home](#) [Transactions](#) [Reports](#) [Accounts](#) [Employees](#) [Payments](#) [Administration](#) [Help](#)

Account Detail - Controls UATT002 - ROOTADMIN1 [Take me to...](#)

[General Information](#) [Controls](#) [MCC Group Controls](#) [Temporary Controls](#) [History](#) 7 of 30

[Save](#)

* Required Fields

Cardholder Name Hierarchy ID * ROOT

Account Number Status 11/21/2022 - S2 Account closed online

Expiration Date 10/25

Current Balance \$0.00

Available Credit \$10.00

Open Date 10/21/2022

Account Properties

MCC Diversion Group

Central Bill Account 5567087900120727

Diversion Account

Cost Center

☐ VIP

☐ International

Manage MCC Groups

ID	Group *	Group Action *	Action
1	99	INCLUDE	Delete Add

[Save](#)

Account Limits

Use the Temporary Controls tab to view or set temporary limits.

Credit Limit *

Cash Advance Limit (\$2500) *

Refresh Period ☒ Cycle ☐ Monthly

Amount Limit \$

Transaction Limit

Daily Amount Limit \$

Daily Transaction Limit

Single Amount Limit \$

Other Amount Limit \$

Other Transaction Limit

Other Number Of Days

Other Refresh Date (MM/DD/YYYY)

Figure 55

J.P. Morgan enables program administrators to easily change account limits and velocity controls online.

Statements

At the end of each billing cycle, a consolidated statement for all spend is available to the City's program administrators.

In addition, each cardholder receives a statement to assist in reconciliation. Statements include all information that has been passed by the merchant, including level III detail.

Standard statements include account number, cardholder name, merchant description, amount, purchases, cash advances and fees, an account summary, current payment, past-due and total amount due. Additional elements provided on statements (i.e., enhanced data) are determined by merchant capabilities.

Online statements

Cardholders use PaymentNet's online statement functionality to view their statements. They can also make direct debit payments for individually billed accounts. Statements are available for viewing within two business days after the billing cycle ends.

Cardholder access to the online statement and payment feature is granted by the City's program administrators. Once authorized, Cardholders can use PaymentNet on an ongoing basis to make payments from their own checking or savings accounts. Payments can be made to any account that the user has payment privileges and are posted within 24 hours.

Online access

Our proprietary PaymentNet system provides the tools and information for the City to effectively manage your commercial card program activity. PaymentNet reports all data passed by merchants at the point of sale.

Monitor your spend to help support policy compliance, identify frequently used vendors, support auditing requirements and analyze expenses by hierarchy level. The features and functions of our reporting solution include:

PaymentNet feature	How you benefit
A library of reports covering key operational categories	Meet common program needs with reports categories of accounts, administration, cardholders, merchants, and transactions, as well as in-depth reports if you use our virtual cards
Options for generating reports on-demand or on a pre-set schedule	Create daily, weekly, monthly, by cycle, quarterly and annual reports in real time or set up reports for automatic generation based on your goals
Tools to tailor reports	Use filters and queries to refine report information and yield the precise details to meet specific objectives, provide to special audiences
Flexible output formats	Download for further analysis or archive reports in Excel, PDF and CSV format and print copies as needed.
Email notification	Set up notification via email when a report is ready to view or download
Information access 24/7/365	Simply use a secure web browser (e.g., Firefox or Chrome) and enable JavaScript and cookies for authorized users to virtually access their PaymentNet accounts and reports

PROCUREMENT CARD TRANSACTIONS

	Main Account
Month	Dollar Value of Transactions
September	\$35,709
October	\$27,297
November	\$26,149
December	\$34,180
2024 Total	\$123,334
2024 Average	\$30,833
January	\$48,235
February	\$60,988
March	\$37,766
April	\$50,558
May	\$88,792
June	\$54,984
July	\$36,206
August	\$41,395
2025 YTD Total	\$418,924
2025 YTD Average	\$52,365

- t. **EFT payments – The City currently issues printed checks and limited EFT payments for vendors that accept such payments. The City currently issues approximately 700 vendor checks per month. The City will require a financial institution to process EFT payments on the City’s behalf through a connection and interface that is secure, fully-hosted, and reliable. PCI compliance is required. Ability to securely present EFT backup documentation along with payment collection is preferred.**

Depending upon your operational requirements, originate ACH payments for:

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

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

Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.

ACH Nacha file import is easy to submit

Choose the automated interface on our **banking portal** to upload a standard Nacha-formatted file. It's easy to submit payments for approval and release.

ACH Nacha import:

- Available for CCD, CCD+, PPD, PPD+, CTX, IAT and WEB Standard Entry Class Code transactions
- Supports the transaction codes for checking, savings, general Ledger and loans
- Works with comma-delimited or fixed-width files that are uploaded using the template functionality

FILE IMPORT FEATURE

You receive:

- Future-dated warehousing of up to 60 calendar days
- Ability to create settlement offset at transaction level or batch level
- Next-day settlement option for transfers to/from J.P. Morgan accounts
- Option to create addendum record for all payments

Originating ACH with Nacha files via ACH Direct Send

Originate through batch file transmissions using industry standard Nacha file formats (e.g., ARC, CCD or PPD). Then, send your file to us through a common protocol, such as secure file transfer protocol (SFTP).

Highlights of large volume batch origination

We offer a file delivery solution that allows the City to send and receive ACH files using:

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

Our delivery methods leverage the internet and readily available software packages to make transferring files simple and secure without the added cost of proprietary software installation.

VPN (virtual private network) is also a supported file transfer solution.

Key features of transmission processing

Value dating

Submit regular commercial payments to vendors on the business day prior to the value date, or warehouse for up to 90 days in advance of the value date for direct transmissions

Key features of transmission processing	
Encryption	After encrypting the file, transmit to the bank for final ACH processing
Data integrity	Benefit from better data integrity and file edit checks to identify potential duplicate files upon receipt of files into our ACH system
Transaction journals	Receive a transaction journal within two hours of receipt of an ACH file initiation transmission, including item count and dollar amount
Redundancy	Be confident in knowing our server is mirrored for disaster recovery
Secure access	Receive a logon and password that gives you access to a “drop box” directory on the server
Push or pull	Initiate the SFTP session to push and pull data files

How to handle large-batch files

We recommend submitting large batch files containing any consumer credits at least two business days prior to the settlement date. We accept future-dated large batch files containing consumer credits. These should be submitted at least two business days prior to the settlement date.

Same-day processing is available

- You can send same day ACH credits and debits
- All ACH credit and debit transactions, except for international transactions (IATs) and transactions above \$1,000,000, are eligible for same-day processing
- All data received after 2:15 p.m. CT (1:15 p.m. CT if prefunded) is ineligible for same-day

File specifications

Please refer to Attachment 18 for file specifications.

Originating ACH with other file types via J.P. Morgan File Transmission Payments

To address the City’s need for an **automated payables solution**, we propose using a consolidated disbursement solution. We understand the complexity of making payments can be a genuine challenge. Common hurdles include:

- Employing effective internal risk controls.

- Using appropriate payment types to minimize cost.
- Juggling multiple currencies for payments across the globe.
- Satisfying global regulatory requirements.

Online tools help the City manage your file-based communications and transaction workflow in real time and provides you greater visibility into your transactions.

Streamline operations and **reduce expense** with File Transmission Payments. The City can transfer many of the tasks involved in payment initiation from your operations to the bank.

Benefits of our approach: File Transmission Payments for automated payables	
	Create efficiencies Consolidate payment requests , such as accounts payable and payroll, to enable efficient file transfer
	Save time Simplify the payment and e-collections processes and reduce cost and resources
	Increase visibility View initiation status and individual transactions, and manage file delivery and workflow in real time
	Increase control Perform final approval step before the file is processed
	Boost compatibility Integrate with ERP and TMS systems by leveraging industry-standard formats and standard bank network protocols
	Heighten security Reduce the risk of payment fraud and protect transaction privacy, authenticity, as files are encrypted digitally signed and transmitted through secure channels
	Decrease risk Reduce human error and improve risk control with automated processes

How it works

You begin by establishing a secure connection between your Enterprise Resource Planning (ERP) System or Treasury Management System (TMS) to J.P. Morgan.

Then, you send us a single payment file containing multiple payment types—U.S. ACH, global ACH / local low value, wire, virtual card, check print outsource and FX payments.

Next, File Transmission Payments authenticates the file, validates the content and routes the transactions to the appropriate settlement networks.

File Transmission Payments streamlines the City’s disbursement process



Figure 56

File Transmission Payments offers a full range of file formats and transmission protocols and supports most payment types in J.P. Morgan’s global footprint.

Initiating the disbursement outsourcing process

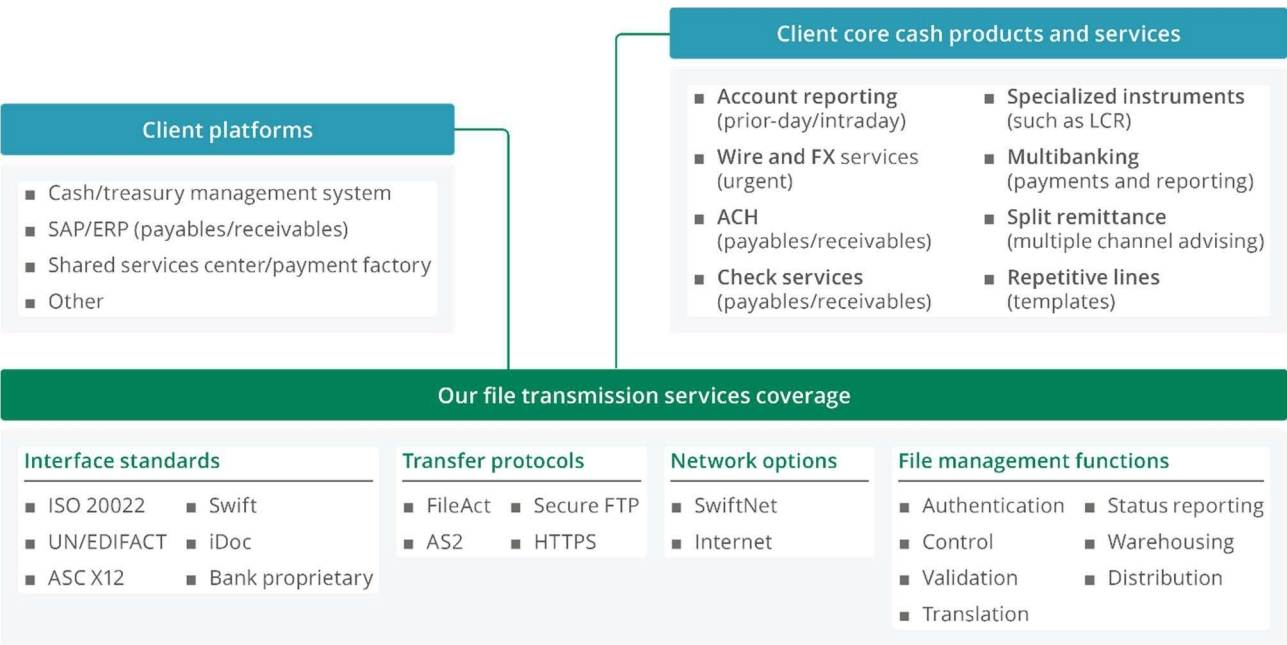


Figure 57

File Transmission Payments employs industry standard file formats, advanced communications and data security interfaces:

- File formats:
 - Industry standard file formats – ISO 20022, ANSI X.12 and other industry standards on request

- ERP-specific file format – SAP IDoc*/XML (*setup available with additional implementation review and costs)
- J.P. Morgan Proprietary Global Flat File (GFF)
- Transmission protocols: SFTP, HTTPS, AS2, SwiftNet FileAct, EBICS
- Encryption options: SSH, SSL, x.509, PGP/GPG

File Transmission Payments split remittance or remittance-only services can be combined with standard payment options to deliver remittance detail through secure email. Split remittance and remittance-only services support the delivery of extended data (beyond a payment system's capacity) and remittance information for transactions that require printed notifications.

5. Proposed Schedule of Implementation

Describe the conversion plan you would coordinate to ensure a smooth transition from the current provider. Discuss your ability to meet the City’s proposed schedule as indicated in this RFP. Discuss the implementation effort and lead time that would be required to establish the banking services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step.

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

Benefits of our approach to implementation using our one-touch model



Our approach to provide smooth onboarding of new services

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

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

Our survey tells us

- Nearly 90% of our Commercial Banking clients surveyed rated their overall experience post implementation as very good to exceptional*
- We strive to improve your implementation experience by obtaining and addressing your feedback

* 2023 post-implementation survey

Proven project management approach to deliver for your business

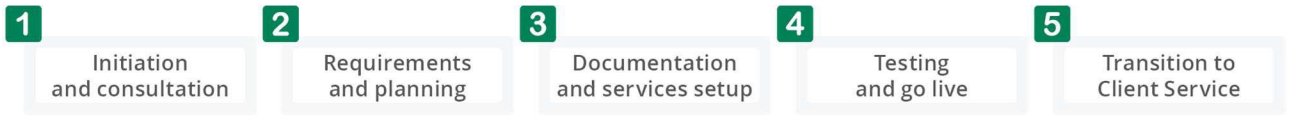


Figure 58

We view the implementation process as a pivotal phase in our relationship and an opportunity to demonstrate the value of our expertise and consultative capabilities.

Our people dedicated to your success

Your **dedicated onboarding specialist** earns your trust as an extension of your team. Your specialist delivers expertise in project management and provides deep industry knowledge and experience.

Our **technical specialists** work with you to develop a comprehensive implementation plan based on your objectives and processing systems. They provide expertise on our market-leading capabilities that simplify complex onboardings. They use proven and structured methodology to make certain highly successful outcomes that are delivered on-time.

Our people

- 866+ Onboarding team members
- 8 years' industry experience (average)
- 87,521 onboardings completed in 2023

Implementing big ideas and day-to-day improvements

Our **transformation of onboarding** includes advancing client onboarding technology, tools and processes. Enjoy the benefits as you:

- Execute documents anytime, anywhere using e-Signature capabilities (as permissible by local law)
- Experience a streamlined know your customer (KYC) process that reduces information required and automates data capture through technology
- Benefit from ongoing investment in solutions to streamline the end-to-end client onboarding process
- Reduce development effort and implementation time with our proprietary ERP plug-ins and adapters
- Embed banking services in your products and processes with comprehensive API capabilities
- Our APIs provide a new digital connectivity channel to better deliver our products and services to achieve your business objectives

Our commitment to continual improvement

- Investing in development of our professional project managers
- Driving operational excellence by empowering our people to improve everyday processes
- Actively seeking client feedback through surveys and follow-up calls
- Leveraging real-time data to efficiently manage resources

Lead time

The table below provides the average implementation time for setup of the requested services. Time is measured from receipt of completed documentation.

Implementation time averages, resources and critical success factors			
Service	Expected lead time (1)	Resources	Critical factors
Account opening (2)	2 days	• Bank onboarding specialist • City cash manager	• Confirm setup requirements • Receipt of signed documentation • Due to the U.S. PATRIOT Act and "Customer Identification Program" regulations, we must receive all required documentation, properly and fully completed, before we open an account • Information pursuant to the BSA that requires us to collect and validate the personal identification information of beneficial owners and at least one controller
Depository services	4-10 days	• Bank onboarding specialist • City cash manager	• Deposit tickets • Endorsement stamps • Tamper-resistant plastic depository bags • Deposit ticket MICR specification sheets are available electronically; your onboarding specialist will provide these upon request
• ACH Debit Block • Check returns • End-of-day sweep • SOFTI	1-5 days	• Bank onboarding specialist • City cash manager	• Confirm setup requirements • Receipt of signed documentation
J.P. Morgan Access	2-4 weeks	• Bank onboarding specialist • Bank training team • City security administrators • City end users • City IT • City's banks	• Confirm setup requirements • Receipt of Security Administration Designation Form • Security administrator and end-user ID activation • User and entitlement setup • Security administrator and product training • Create ACH/wire files and test upload process, if applicable • Non-banks begin reporting

Implementation time averages, resources and critical success factors

Service	Expected lead time (1)	Resources	Critical factors
Cash vault	2-3 weeks (new). Changes to existing cash vault are much quicker	- Bank onboarding specialist - City cash manager	- Confirm setup requirements - Order supplies for deposits - IVR instructions for ordering cash
Controlled disbursement Positive pay with payee name	2-4 weeks 4-6 weeks (with transmissions)	- Bank onboarding specialist - Bank training team - City A/P team - City security administrators - City end users	- Confirm setup requirements - MICR and payee name testing - Create positive pay file and test upload process - User and entitlement setup - End user ID activation - Product training - Activate positive pay
Remote Deposit Capture	2-3 weeks	- Bank onboarding specialist - Bank training team - City A/R team - City end users	- Confirm setup requirements - Order scanner - Scanner installation - Product training
- ACH direct send - File transmission connectivity for prior and/or current-day BAI2 transmission - Positive pay transmission - Reconciliation	4-6 weeks	- Bank onboarding specialist - Bank technical IPM - Bank connectivity - City IT - City connectivity	- Confirm setup requirements - User acceptance testing setup - Successful file and connectivity testing - User acceptance testing sign-off - Partner key exchange - Successful production verification test

Implementation time averages, resources and critical success factors

Service	Expected lead time (1)	Resources	Critical factors
Wholesale lockbox • Receivables Online • Data file transmission	1-2 weeks (open Lockbox) 6-8 weeks (standard file format) 12-16 weeks (custom file format)	• Bank onboarding specialist • Bank technical IPM, if applicable • Bank connectivity, if applicable • Bank Training team • City A/R manager • City IT, if applicable • City connectivity analyst, if applicable • City security administrators • City end users	• Confirm lockbox processing instructions • Finalize data file transmission requirements, if applicable • Programming and customizations • Successful file and connectivity testing, if applicable • Partner key exchange, if applicable • User and entitlement setup • End user ID activation • Product training
File Transmission Payments (3) • U.S. ACH • Wires • Check print	8-10 weeks (standard file format) 12-16 weeks (custom file format)	• Bank onboarding specialist • Bank host-to-host project manager • Bank host-to-host release manager • Bank technical IPM • Bank connectivity analyst • City A/P manager • City IT • City connectivity	• Confirm payment types, file format and connectivity • Confirm setup requirements • Receive check print logo and signatures • Review/approve statement of work • Conduct technical/mapping discussion • User acceptance testing setup and programming • Successful file and connectivity testing • User acceptance testing signoff • Partner key exchange • Successful production verification test

(1) The expected lead times are estimates for standard product setups. Actual lead-time varies according to complexity of business requirements. Complex and/or large implementations may take longer than described above.

(2) Original paperwork must be received before setup may begin

(3) The standard file format represents the formats that are implemented without development on the bank side (i.e., ISO20022, ANSI and Global Flat File). The custom file format represents the formats that we support but require development by us.

Your onboarding specialist follows a structured project framework to execute the setup of products and services that have five key phases:

- **Phase 1:** Initiation and consultation
- **Phase 2:** Requirements and planning
- **Phase 3:** Documentation and services setup

- **Phase 4:** Testing and live implementation
- **Phase 5:** Transition to Client Service

Actual timelines and resources are outlined once the scope of work has been completed and approved. Your assigned onboarding specialist provides you with a project plan that is specific to each service being implemented. The plan also identifies responsibility for each step of the implementation process.

The implementation lead time is defined within the sample project plan. The start of the services setup is dependent on the City's availability to confirm the setup details and provide signed documentation.

Sample implementation schedule

Please refer to Attachment 10 for a sample implementation schedule.

6. References

Please provide five (5) government account references to which the proposer is currently providing banking services. Include the following listing with your proposal:

1. Contact name
2. Title
3. Name of Customer
4. Address
5. Telephone Number
6. E-mail address
7. Number of Years as Customer
8. Services Utilized

J.P. Morgan is proud of the relationships we have with our clients. The clients listed below have agreed to speak with the City regarding our offerings, service and functionality. We have attempted to select clients that are similar in size and scope to the City, allowing you to accurately assess our compatibility with your organization.

Will County			
Contact Name, Title	Tim Brophy, Treasurer		
Address	302 N Chicago St, Joliet, IL 60432		
Phone	(815) 740-4675	Email	tbrophy@willcounty.gov
Number of Years as Customer	15 years		
Services Utilized	ACH, wire		

City of Columbus			
Contact Name, Title	Talia Brown, Interim Treasurer		
Address	90 W Broad St, Columbus, OH 43215		
Phone	(614) 645-6236	Email	tjbrown@columbus.gov
Number of Years as Customer	60 years		
Services Utilized	ACH, wire, Check Print Outsourcing, lockbox, vault, MMDA, host-to-host, credit card collection online, Remote Deposit Capture (checks), merchant processing, Controlled Disbursement Account, check fraud protection, ACH fraud protection		

Village of Arlington Heights			
Contact Name, Title	Mary Ellen Juarez, Assistant Finance Director		
Address	33 S Arlington Heights Rd, Arlington Heights, IL 60005		
Phone	(847) 368-5515	Email	mjuarez@vah.com
Number of Years as Customer	25 years		
Services Utilized	ACH, wire, lockbox, eLockbox, Remote Lockbox Capture, ACH fraud protection, check fraud protection, sweep account, MMDA, merchant processing, Commercial Card program		

Village of Mount Prospect			
Contact Name, Title	Jennifer Fitzgerald, Deputy Director of Finance		
Address	50 S Emerson St, Mount Prospect, IL 60056		
Phone	(847) 818-5286	Email	jfitzgerald@mountprospect.org
Number of Years as Customer	25 years		
Services Utilized	ACH, wire, lockbox, eLockbox, Remote Lockbox Capture, ACH fraud protection, check fraud protection, sweep account, MMDA, merchant processing, Commercial Card program		

City of Park Ridge			
Contact Name, Title	Chris Lipman, Finance Director		
Address	505 Butler Place, Park Ridge, IL 60069		
Phone	(847) 318-5214	Email	clipman@parkridge.us
Number of Years as Customer	40 years		
Services Utilized	ACH, wire, lockbox, check fraud protection, ACH fraud protection, sweep account, eLockbox, MMDA, Commercial Card program, merchant processing		

7. Cost Proposal

The City is asking each proposer to submit a fee proposal on both a direct fee per item method with monthly payment for services rendered and a compensating balance payment method. All fees should be itemized and submitted with the RFP. The contract award will not necessarily be made to the bank that provides the lowest cost proposal, but rather to the bank that submits the proposal most suitable to the City's requirements in all respects.

Please refer to Attachment 14.

8. Earnings Credit Rate and Balance Required to Support \$1.00 of Services

Should include as a part of proposal. See Appendix B.

Appendix B - Calculation Supporting Earnings Credit Rate And Balance Required To Support \$1.00 Of Services

Please see the following page.

**APPENDIX B
CITY OF JOLIET
CALCULATION SUPPORTING
EARNINGS CREDIT RATE AND BALANCE REQUIRED TO SUPPORT \$1.00 OF SERVICES**

1. Please provide Earning Credit Rate (ECR): 2.54%

This is the rate used to value average investable balance. How is this rate assigned?

This is a bank managed rate that is subject to change based on market conditions.

2. Please provide the balance required to support one dollar (\$1.00) of service charges:

Exception (Also included in Exhibit E)

$$\frac{365 \div 30 \text{ (days in November)}}{(2.54\%)} = \$479.00$$

$$\frac{365 \div 30 \text{ (days in November)}}{(2.54\%)} = \$479.00$$

Banks should use the ECR proposed to complete the analysis.

9. Proposal Exception Form

Should include as a part of proposal. See Appendix C.

APPENDIX C - Proposal Exception Form

Page Number	Item	Estimated (Costs)
17	Collateralization of Account Balances 1. In accordance with requirements of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), will your bank enter into a collateral agreement supporting the “dedicated method” of securing deposits that: a. is in writing b. is executed at the same time the collateral is pledged c. is approved by the bank’s board of directors and/or loan committee d. is or becomes an official record of your bank ~~continuously~~ from the date of its execution e. pledges Treasury securities whose market value is equal to at least 110% of the City’s total deposits less the ~~\$250,000 FDIC insurance~~ <u>maximum deposit insurance amount provided by the Federal Deposit Insurance Corporation (FDIC) as described in applicable law. (The Bank will apply the maximum deposit insurance amount provided by FDIC as described in applicable law 12 CFR section 330.15.)</u> f. allows changes made in securities only with approval of the City of Joliet.	Waived
27	Objectives of Investment Policy 3. Certificates of Deposit (including Certificates of Deposit, Account Registry Service or CDARS) of up to ~~\$250,000~~ <u>the maximum deposit insurance amount provided by the Federal Deposit Insurance Corporation (FDIC) as described in applicable law</u> through institutions federally insured through the FDIC or NCUA. Any Certificates of Deposit invested over the FDIC or NCUA insured amount are to be fully collateralized under the specific requirements outlined in this policy.	Waived

	4. Repurchase Agreements fully collateralized under the specific requirements outlined in this policy. The Repurchase Agreements will, however, exclude “retail” Repurchase Agreements or any other type of investment which would use an undivided fractional interest	
31	<u>Collateralization</u> All deposits of City funds shall be secured by pledged collateral with an amount equal to at least 110% of the City's investment less the amount insured by the Federal Deposit Insurance Corporation. In the case of Repurchase Agreements collateralized security will be considered and defined to be the specific security that the depository institution has entered into an agreement with the City to sell and repurchase for a specified period. The securities pledged must be equal to at least 100% market value of the total amount invested plus interest to be earned at the time of investments.	Waived

10. Additional Data and Other Information

The Bank may include any additional information, schedules, or attachments as it deems necessary to its proposal.

Please refer to the Attachments.

Disclosure statement

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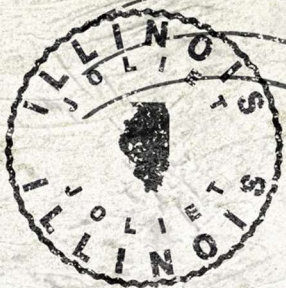


EXHIBIT B

Pricing quoted herein is valid for 60 days from the date of this presentation

Pro Forma Analysis

February 2026

Customer: CITY OF JOLIET

J.P.Morgan

ECR Rate: 2.67%

Balance Analysis*

Average Ledger Balance	\$37,398,000.00
Less Average Float	\$0.00
Average Collected Balance	\$37,398,000.00
Less Reserve Requirement	\$0.00
Total Charge for Services	\$8,000.09
Net Available Balance to earn interest	Interest Rate: 2.57% \$37,398,000.00

Service Analysis*

Service Description	Service Definition	AFP	Unit Price
ACCOUNT SERVICES			
105 - DAILY OVERDRAFT OCCURRENCE FEE	Flat charge incurred each business day that an account is negatively collected.	000212	\$50.0000
108 - NEGATIVE COLLECTED BAL FEE	Interest charge assessed on negative collected balances. A calculation is performed next day on the overdraft balance amount and charged monthly.	000210	\$0.0000
1005 - ACCOUNT MAINTENANCE	Monthly maintenance charge for a Demand Deposit Account.	010000	\$5.0000
1006 - ACCT MAINT-INT	Maintenance charge for interest bearing products	010010	\$5.0000
1010 - STATEMENT CYCLES	Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file. Charges may accrue for accounts that produce more than one statement during the billing cycle (i.e. daily or weekly statements).	010307	\$0.0000
1014 - ACCOUNT STATEMENT - PAPER	Charge per statement for producing and mailing a paper statement for a Demand Deposit Account.	010310	\$5.0000
1756 - ONLINE AUDIT CONFIRMATIONS	Audit Confirmation requests generated via online portal	010630	\$5.0000
2286 - MISCELLANEOUS DEBIT	Charge per transaction for several types of debits posted including checks, withdrawals, list posted items, FED Wire transfers & Phone Funds transfer to a Demand Deposit Account.	010100	\$0.0000
3499 - POST NO CHECKS MAINTENANCE	Monthly charge for preventing all checks from posting to a DDA (Demand Deposit Account).	15002Z	\$0.0000
7640 - CREDIT POSTED- ELECTRONIC	Charge for a deposit/credit of funds made electronically into a Demand Deposit Account.	010101	\$0.0500
7641 - DEBIT POSTED - ELECTRONIC	Charge for a withdrawal/debit of funds made electronically out of a Demand Deposit Account.	010100	\$0.0500
8007 - VIRTUAL REFERENCE MAINTENANCE	Monthly charge for maintenance for each Virtual Reference Number that is reserved on the VRA, NAF tables for the customer's use.	010040	\$1.5000
8201 - VAM SERVICE	Monthly virtual account maintenance charge	010040	\$85.0000
Subtotal			
AUTOMATED CLEARING HOUSE			
2695 - ACH MAINTENANCE	Monthly maintenance charge per company ID for ACH Direct Send services.	250000	\$7.0000
2700 - CREDIT ORIGINATED	Charge for each ACH credit origination transaction.	250101	\$0.0300
2705 - DEBIT ORIGINATED	Charge for each ACH debit origination transaction.	250100	\$0.0300
2710 - DELETION / REVERSAL - MANUAL	Charge for a Deletion (Stop Payment) or Reversal request initiated via fax for an ACH originated item	250620	\$5.0000
** 2714 - ACH IMPLEMENTATION-DIRECT SEND	Implementation charge for new ACH Direct Send setups per ACH origin.	251000	\$0.0000
	Charge per ACH credit transaction received.	250201	\$0.0000
	Charge per ACH debit transaction received.	250200	\$0.0000
	Charge for each ACH return transaction received and processed by the Bank.	250302	\$2.0000
2722 - NOTIFICATION OF CHANGE	Charge for each ACH notification of change transaction received and processed by the Bank.	251070	\$0.7500
2729 - RETURN NOTIFICATION - ONLINE	Charge for each Return item reported online via the J.P. Morgan ACCESS Special Report module	250400	\$0.5000
2730 - NOTIF OF CHANGE - ONLINE	Charge for each Notification of Change item reported online via the J.P. Morgan ACCESS Special Report module	250400	\$0.5000
2732 - ELOCKBOX FILE PROCESSING	Charge per transmission of Electronic Lockbox data file.	250501	\$2.5000
2740 - RETURN ITEM REDEPOSIT	Charge for each eligible Return item reinitiated for collection to the receiver's account	250310	\$2.0000
2742 - CREDIT ORIGINATED - JPM ACCESS	Charge per ACH credit transaction originated via J.P. Morgan ACCESS.	250101	\$0.0300
2744 - DEBIT ORIGINATED - JPM ACCESS	Charge per ACH debit transaction originated via J.P. Morgan ACCESS.	250100	\$0.0300
2746 - JPM ACCESS ACH MAINTENANCE	Monthly maintenance charge per company ID for J.P. Morgan ACCESS ACH services.	250000	\$7.0000
2751 - ELOCKBOX RETURN - ELECTRONIC	Charge for each eLockbox Return item initiated via direct transmission, eServe or Transaction Repair	250302	\$2.0000
2752 - ELOCKBOX NOC - ELECTRONIC	Charge for each eLockbox Notification of Change item initiated via eServe or Transaction Repair	251070	\$1.0000
2753 - DELETION / REVERSAL - ELEC	Charge for a Deletion (Stop Payment) or Reversal request initiated via eServe or J.P. Morgan ACCESS for an ACH originated item	250620	\$3.0000
2765 - ACH BATCH/FILE PROCESSED	Charge per company ID for ACH origination files received from client via direct transmission and/or service bureau.	250501	\$3.0000
2796 - ADDENDA RECORD ORIGINATED	Charge for each addenda record attached to ACH originations.	250120	\$0.0100
2809 - NOTIF OF CHANGE - EMAIL	Charge for each Notification of Change item reported via email	251070	\$0.5000
2810 - RETURN NOTIFICATION - EMAIL	Charge for each Return item reported via email	250400	\$0.5000
2814 - NOTIF OF CHANGE - TRANSM	Charge for each Notification of Change item reported via direct transmission	251070	\$0.5000
2818 - RETURN NOTIFICATION - TRANSM	Charge for each Return item reported via direct transmission	250400	\$0.5000
2860 - TRANSACTION BLOCK MAINTENANCE	Monthly maintenance charge per block setup on ACH Transaction Blocking.	251050	\$10.0000
2861 - ACH TRANS BLOCK AUTHORIZED ID	Monthly charge per allowable/non-allowable company ID for each account on ACH Debit Block.	251051	\$0.2500
5488 - ELOCKBOX IMPLEMENTATION	Set-up charge for implementation of ACH Receiver Services Electronic Lockbox.	251000	\$0.0000
5489 - ELOCKBOX MAINTENANCE	Monthly maintenance charge for an ACH Receiver Services Electronic Lockbox application.	250000	\$40.0000
5490 - ELOCKBOX TRANSACTION RECEIVED	Charge for each ACH transaction received in an eLockbox	050300	\$0.1000
5493 - ELOCKBOX ADDENDA RECEIVED	Charge per addenda record attached to received ACH Receiver Services Electronic Lockbox transactions.	250220	\$0.0100

5497 - ELOCKBOX TRN REPAIR MAINT	Charge for each eLockbox application (ID) enabled for the Transaction Repair Service	250000	\$20.0000
5498 - ELOCKBOX TRN REPAIR ITEM EDIT	Charge for each eLockbox received transaction modified (automatically or manually) via the Transaction Repair service	359999	\$0.3000
7616 - ACH SOFTWARE CUSTOMIZATION	Agreed upon charge for system enhancements and customizations to accommodate client needs.	251001	\$0.0000
7619 - TRANSACTION SUMMARY REPORT	Charge per report of summary/receipt confirmation of ACH origination files transmitted by client.	250702	\$5.0000
7620 - DAILY RETURN SUMMARY REPORT	Charge per report of a daily summary of ACH returns/notifications of change received by client.	250710	\$1.0000
7629 - ACH POSITIVE PAY EXCEPTION	Charge for each ACH transaction presented for user decisioning.	250670	\$0.5000
8019 - ACH ORIGINATED SAME DAY CREDIT	Charge for each ACH credit transaction originated with same day settlement.	250101	\$0.5000
8020 - ACH ORIGINATED SAME DAY DEBIT	Charge for each ACH debit transaction originated with same day settlement.	250100	\$0.5000
8021 - ACH ONLINE SAME DAY CREDIT	Charge for each ACH credit transaction originated online with same day settlement.	250101	\$0.5000
8022 - ACH ONLINE SAME DAY DEBIT	Charge for each ACH debit transaction originated online with same day settlement.	250100	\$0.5000
8023 - ACH UNAUTHORIZED ENTRY FEE	NACHA imposed charge for each unauthorized debit entry	250312	\$1.5000
Subtotal			

Service Description	Service Definition	AFP	Unit Price
BANKING CENTER SERVICES			
1306 - BRANCH CREDITS POSTED	Charge for a deposit of cash, check, or cash and check made at a Banking Center.	100000	\$1.0000
1316 - BRANCH DEPOSIT-BAGGED COIN	Charge per bag for a deposit which includes bags of same or mixed coin made at a Banking Center	100012	\$7.5000
1317 - BRANCH COIN DEPOSIT FULL BAG	Charge per bag for a deposit which includes full bags of coin of the same denomination made at a Banking Center.	100014	\$2.0000
1318 - BRANCH ORDER - COIN ROLL	Charge per roll for a purchase of rolled coins at a Banking Center.	100044	\$0.2500
1319 - BRANCH ORDER CURRENCY STRAP	Charge per strap for a purchase of strapped currency at a Banking Center.	10004A	\$0.7500
1320 - BRANCH DEPOSIT IN NON STD BAG	Charge for a deposit of cash not enclosed in a dual pouch tamper evident bag made at a Banking Center Night Drop.	100012	\$2.0000
1332 - BRANCH DEPOSIT ADJUSTMENT	Charge per debit or credit adjustment to a cash deposit made via Business Deposit Express at a Banking Center.	100500	\$8.0000
1333 - BRANCH ORDER PROCESSED	Per order charge for change orders filled at Banking Centers.	100040	\$6.0000
7173 - NIGHT DROP CASH VERIFICATION	Charge per dollar for a deposit of dollars deposited via the branch night drop/depository.	100000	\$0.0030
7174 - TELLER LINE CASH VERIFICATION	Charge per dollar for a deposit of dollars deposited over the counter to a branch teller..	100000	\$0.0045
Subtotal			
CHASE ONLINE SERVICES			
6772 - CHASE CONNECT MONTHLY PACKAGE	Monthly charge for Chase Connect Premium Plus service plan	401000	\$200.0000
Subtotal			
DEPOSITORY SERVICES			
501 - CHECK DEPOSITED-ON US	Charge per check for deposit of checks drawn on local J.P. Morgan banks.	100220	\$0.1500
513 - CHECK DEPOSITED-TRANSIT	Charge per check for deposit of checks drawn on other banks.	100224	\$0.2500
541 - REMOTE DEPOSIT CAPTURE ITEM	Charge for each check image submitted for deposit and clearing through the Remote Deposit Capture system.	101310	\$0.0500
548 - REMOTE DEPOSIT CAPTURE MAINT	Monthly maintenance charge for the Remote Deposit Capture service.	101300	\$10.0000
1400 - CREDITS POSTED	Charge per credit for any credit posted to an account. Examples include deposits, interest credits, adjustment credits, transfer credits, and other credits.	010101	\$0.2500
1435 - RETURN ITEM	Charge per item for deposited checks that are returned unpaid.	100400	\$5.0000
1438 - RETURN ALTERNATE ADDRESS	Charge per item for mailing advices and deposited checks returned unpaid to an address other than the normal account address.	100401	\$2.5000
1446 - RETURN IMAGE	Charge per item for providing images of deposited checks returned unpaid or redeposited.	100415	\$0.5000
1449 - RETURN SINGLE ITEM ADVICE	Charge per item for providing a separate advice for each deposited check returned unpaid, rather than the standard of multiple returns per advice.	100401	\$1.0000
1450 - RETURN ITEM REDEPOSIT	Charge per item for redepositing a check that was returned unpaid in another attempt to clear it.	100402	\$2.0000
1452 - RETURN - EMAIL NOTIFICATION	Charge per item for notification via email of deposited checks returned unpaid.	100415	\$1.0000
Subtotal			
DISBURSEMENT SERVICES			
2205 - CONTROLLED DISB ACCT MAINT	Monthly maintenance charge for each Controlled Disbursement Account.	150000	\$50.0000
2210 - CONTROLLED DISB CHECK POSTED	Charge per check for checks paid on a Controlled Disbursement Account.	150110	\$0.1500
2320 - STOP PAYMENT - MANUAL	Charge per check for Stop Payment request initiated via phone or fax or paper (account on DDB billing system)	150420	\$10.0000
2338 - STOP PAYMENT AUTOMATIC RENEWAL	Charge for the automatic annual renewal of a commercial stop payment instruction.	150412	\$5.0000
*** 2360 - DELUXE 3RD PARTY PRINT SVCS	Charge for products such as check stock, deposit tickets, endorsement stamps, etc.	150810	
2370 - CHECK / DEBIT POSTED	Charge per check paid or debit posted to a Demand Deposit Account.	010100	\$0.0500
3472 - CHECK PRINT ITEM-JPM ACCT	Charge per check for the printing of checks.	151810	\$0.2500
3475 - CHECK PRINTING ADDL PAGE	Charge for printing each additional page, after page one, of remittance details with the check. Additional pages are printed on the front and back of the paper.	151830	\$0.1000
3476 - CHECK PRINT MANUAL PULL	Charge per check that was manually removed from the mailing process and dispositioned according to the client's written instructions.	151820	\$5.0000
3480 - CHECK PRINT INPUT FILE	Charge per file for processing of a Check Print input file.	151800	\$5.0000
3487 - CHECK PRINT POSTAGE	Postage charge per mail piece for mailing a printed check to an address within the United States. This only applies to the CKO Check Outsourcing product, not the ACCESS Check Print product.	151850	\$0.6179
5234 - CONTROLLED DISB FUNDING	Charge per transfer for transferring funds from a Master Funding Account to replenish a Controlled Disbursement Account.	010112	\$0.5000
6618 - CHECK INQUIRY MAINTENANCE	Monthly maintenance charge for Account Reconciliation Processing accounts for the ACCESS Checks Check Inquiry module.	150400	\$10.0000
6639 - STOP PAYMENT - ELECTRONIC	Charge for a stop payment order received via Payables Web Services or sent electronically to the Catalyst or Account Reconciliation Processing systems.	150410	\$5.0000
7715 - CHECK PRINT DIRECT ENTRY	Direct Entry Check print fee for single check upload via ACCESS Checks.	151810	\$0.7500
7772 - CHECK PRINT ONLINE MAINT	Monthly maintenance charge per client for the Payables Web Services Check Print module. Includes ability to create/test check templates, create/test file formats, maintain special handling codes, upload files.	150040	\$30.0000
7773 - CHECK PRINT FILE UPLOAD	Charge per file for uploading or transmitting a Check Print file to Payables Web Services.	151800	\$5.0000
Subtotal			
INT REC & PAY - COLLECT			
6158 - REMOTE LOCKBOX CAPTURE MAINT	Monthly maintenance charge for a remote capture lockbox that can process and deposit check and material data and images.	101300	\$50.0000
6159 - REMOTE LOCKBOX CAPTURE ITEM	Transaction charge per check processed through a remote capture lockbox. Includes capture of check and/or document image with out paper copy.	101320	\$0.2000
6161 - REMOTE LOCKBOX CAPTURE REJECT	Transaction charge per check that cannot be processed for deposit through the remote capture lockbox. Unprocessable items are sent manually to the client for research and adjustment.	050530	\$0.7500
Subtotal			
INT REC & PAY - REPORT			
6179 - RECEIVABLES MAINT - ONLINE	Monthly maintenance charge per lockbox subscribed to Receivables Online Check and Document Image Presentment via web access. Checks and documents are available for same day viewing.	050005	\$30.0000

6187 - LONG TERM STORAGE - CHECK	Assessed first month for each check image page for long term storage in the bank's archive for a lockbox subscribing to Doc Image or Receivables Presentment. Includes initial month on high-speed storage & 10 years in tape archive.	050620	\$0.0200
6188 - LONG TERM STORAGE - DOCUMENT	Assessed first month for each document image page for long term storage in the bank's archive with Doc Image or Receivables Presentment subscription. Includes initial month of high-speed storage and 10 years in tape archive.	050620	\$0.0200
6191 - ALERTS - PER ALERT	Charge for each transaction included in an alert sent to the client for a lockbox.	011021	\$1.0000
6198 - RECEIVABLES MAIN - REPORTS	Monthly charge for each special report a lockbox subscribes to from Receivables Online. Special reports include CSV+ Detail, Extended Detail and Box Complete Report.	05031Z	\$25.0000
6280 - RECEIVABLES MAINT - RETURNS	Monthly maintenance charge for a lockbox subscribing to Return Items Reassociation.	100416	\$15.0000
6800 - TRANSMISSION MAINT - INBOUND	Monthly charge for the ability to send Inbound Stop/Go transmission files.	050400	\$65.0000
6852 - TRANSMISSION MAINT - DATA	Monthly maintenance charge per lockbox and/or per account for Data Transmission.	050400	\$75.0000
6853 - TRANSMISSION PER ITEM - DATA	Charge per item for each payment or invoice delivered in a data transmission, each time item(s) is delivered (e.g., if a payment is included in two transmissions, the volume will be two).	050401	\$0.0300
Subtotal			

Service Description	Service Definition	AFP	Unit Price
JPMORGAN ACCESS			
6040 - MONTHLY SERVICE	Monthly account maintenance charge for J.P. Morgan ACCESS.	401000	\$25.0000
6041 - ACCOUNTS REPORTED	Monthly maintenance charge for a J.P. Morgan ACCESS Cash Balances and Transactions Reporting account.	40044Z	\$5.0000
6045 - TRANSACTIONS REPORTED - 1 YEAR	Charge per transaction loaded to J.P. Morgan ACCESS Cash Balances and Transactions Reporting with a 1 year history.	40066Z	\$0.0500
6051 - TRANSACTIONS REPORTED - 2 YEAR	Charge per transaction loaded to the J.P. Morgan ACCESS Cash Balances and Transactions Reporting service with a 2 year history.	40066Z	\$0.0800
6053 - EXTENDED TRANSACTION DETAIL	Charge per item for Extended Transaction Detail loaded to J.P. Morgan ACCESS.	40066Z	\$0.0000
6076 - ACCT TRANSFER ITEM	Charge per transaction for J.P. Morgan ACCESS Account Transfers.	350120	\$0.5000
Subtotal			
LIQUIDITY SERVICES			
5741 - IN-COUNTRY SWEEP MASTER	Monthly master account maintenance charge to transfer account balances within an in-country sweep relationship.	010020	\$20.0000
5742 - IN-COUNTRY SWEEP PARTICIPANT	Monthly participant account maintenance charge to transfer account balances within an in-country sweep relationship.	010021	\$30.0000
Subtotal			
MANAGED SERVICES			
9101 - CONCOURSE EXPRESS	Concourse fees for number of counterparties paid in a month.	320000	\$350.0000
Subtotal			
OTHER PRODUCT SERVICES			
7954 - AVS STANDARD	Charge for each transaction that goes through Account Validation Standard solution delivered through JPM Account Validation Services when a verification and/or authentication response type is provided.	250101	\$0.4000
7990 - INDIVIDUAL VALIDATION - US	Identity verification of individuals located in US.	329999	\$0.7500
7991 - BUSINESS VALIDATION - US	Identity verification of businesses located in US.	329999	\$3.0000
Subtotal			
RECONCILIATION SERVICES			
3205 - FULL RECONCILEMENT - PER ITEM	Charge for each item reconciled on an account that has Full Reconciliation service.	200110	\$0.0200
3207 - FULL RECONCILEMENT - MAINT	Monthly charge for each account on the Full Reconciliation service.	200010	\$10.0000
3209 - PARTIAL RECONCILEMENT - MAINT	Monthly charge for each account on the Partial Reconciliation service.	200020	\$10.0000
3210 - PARTIAL RECONCILIATION-PER ITEM	Charge for each item reconciled and included on an account that has Partial Reconciliation service.	200120	\$0.0700
3228 - PAYEE NAME VERIFICATION	Charge for each check presented for payment on accounts that subscribe to the Payee Name Positive Pay service.	150122	\$0.0100
3262 - POSITIVE PAY MAINTENANCE	Monthly fixed charge for each account with Positive Pay Services.	150030	\$0.0000
3263 - EXCEPTION ITEM	Charge per item for each Account Reconciliation Processing exception item reported to the client for their pay or return decision.	150300	\$1.0000
3270 - POS PAY WITHOUT RECON ITEMS	Charge for each item in a non-reconciled Positive Pay account.	150120	\$0.0000
3271 - ISSUE INPUT FILE WITH RECON	Charge for each account on an input transmission that has Account Reconciliation Processing (ARP) services.	200201	\$2.0000
3272 - CHECK EXCEPTION RETURN	Charge for a check that is returned based upon a request made by an Account Reconciliation Processing client.	150320	\$10.0000
3291 - OUTPUT FILE	Charge for each Account Reconciliation Processing output transmission.	200301	\$5.0000
3294 - DATA ENTRY - MANUAL	Charge for each item manually keyed by Account Reconciliation Processing including any issues or voids.	200209	\$0.5000
3386 - IMAGE CAPTURE PER ITEM	Charge per item for capturing all transaction items that are included in the delivered check and/or remittance image file or made available for online viewing.	151351	\$0.0300
Subtotal			
SCANNABLE LOCKBOX			
6107 - SNLB SCANNABLE ITEM	Charge per check processed by Wholesale Network Lockbox when remitted with OCR (Optical Character Recognition) scannable documents. Includes check image capture without paper copy.	050101	\$0.2500
6108 - SNLB OCR DOCUMENT	Charge for processing each OCR-scannable Optical Character Recognition remittance document (coupon).	050122	\$0.0450
6141 - SNLB OCR DOC IMAGE CAPTURE	Charge per document to image the OCR (Optimal Character Recognition) side of a document for a lockbox subscribing to SNLB Document Image Presentation or Consolidated Receivables.	05011R	\$0.0800
6142 - SPECIAL IMAGE HANDLING	Charge per check for a scannable lockbox subscribing to Document Image Presentation or Consolidated Receivables that requires images of other documents matched to OCR (Optimal Character Recognition) documents received in remittances (i.e. envelopes).	05011R	\$0.2000
6209 - SNLB SORT - MANUAL	Charge per check if manual sorting is required for presentation to client.	050113	\$0.5000
6210 - SNLB BALANCING	Charge per check when checks are balanced to accompanying invoices prior to deposit.	05011P	\$0.0650
Subtotal			
VAULT SERVICES			
1310 - VAULT DEPOSIT	Charge per for deposits processed through the vault.	100100	\$1.0000
1459 - VAULT DEPOSIT PER \$1,000	Charge per \$1,000 deposited for processing through the vault.	10011Z	\$1.0000
*** 1460 - VAULT ARMORED TRANSPORTATION	Monthly charge for the offset of expenses paid by the Bank to an armored courier on behalf of the client.	100153	
1461 - VAULT DEPOSIT RECEIPT MAILERS	Charge per credit for individual deposit notifications generated by the Vault System and mailed to a client.	100154	\$0.7500
1475 - VAULT DEPOSIT ROLLED COIN	Charge per roll for re-wrapping a deposit of rolled coin.	100110	\$0.1500
1476 - VAULT ORDER COIN ROLLS	Charge for a rolled coin order that is less than a full box of 50 rolls.	100144	\$0.1500
1477 - VAULT ORDER - COIN ROLL BOX	Charge for a rolled coin order that is a full box of 50 rolls.	100146	\$0.1200
1479 - VAULT ORDER COIN BAG LOOSE	Charge per FED standard bag of coin ordered.	100147	\$3.7500
1495 - VAULT STANDARD ORDERS	Charge per order for a standard currency and coin order placed via VRU (Voice Response Unit), Web or electronic order file.	100141	\$7.0000
1497 - VAULT ORDER CURRENCY STD STRAP	Charge per strap for an order of a Fed standard (100 bills) strap.	10014A	\$0.5500
1498 - VAULT EXPEDITED SPECIAL ORDERS	Charge per order for expedited or special cash vault orders.	100143	\$30.0000
1499 - VAULT ORDER CURR NON STD STRAP	Charge per loose bill ordered in a non-Fed standard strap.	100148	\$0.0400
1506 - VAULT DEP PARTIAL OR MIXED BAG	Charge per deposit for coin deposited in either mixed or in non-standard FED coin bags.	100111	\$5.0000
1525 - VAULT DEPOSIT STD COIN BAG	Charge per deposit for coin deposited in full, FED standard coin bags.	100113	\$2.0000
1535 - VAULT ENVELOPE DEPOSIT VERIF	Additional charge for balancing deposits back to each envelope or strap.	100104	\$2.0000
1617 - VAULT DEPOSIT ADJUSTMENT	Charge for an adjustment to a client-declared deposit amount identified during the verification process.	100501	\$5.0000
Subtotal			
WHOLESALE LOCKBOX			

6101 - LOCKBOX - MAINT	Monthly maintenance charge per box for Wholesale/Scannable Network Lockbox services.	050001	\$100.0000
6106 - WHOLESALE ITEM	Charge per check with non-scannable documents processed by Lockbox. Includes capture of check image without paper copy.	050100	\$0.4000
6114 - UNPROCESSABLE ITEM	Charge per check received by a Wholesale/Scannable Network Lockbox that cannot be processed for deposit (e.g. unacceptable payee).	050530	\$0.4000
6115 - NO CHECK ITEM	Charge per envelope received by a Wholesale/Scannable Network Lockbox that does not contain a check.	05011M	\$0.4000
6116 - CHECK CLEARING	Charge per check for check clearing for all checks deposited through a lockbox site.	10021Z	\$0.0800
6117 - INCOMING COURIER PACKAGE	Charge for handling each package delivered via any non-First Class package including courier, messenger, walk-in deposit, or USPS Priority Express.	05011P	\$20.0000

Service Description	Service Definition	AFP	Unit Price
6120 - CASH PROCESSING	Charge for each cash payment processed.	05013B	\$8.0000
6126 - CHECK MICR CAPTURE	Charge for automated capture and repair of the check MICR line.	050121	\$0.0200
6127 - DATA CAPTURE	Charge for each alpha or numeric character captured.	050126	\$0.0160
6135 - PAPER DELIVERY PREP	Charge for preparing to forward to the client: 1) each processed check; 2) each No Check transaction; and 3) each Unprocessable check.	05011L	\$2.0000
6137 - COURIER DELIVERY SERVICE	Charge for packages delivered to client via courier or overnight package if client does not provide a courier/overnight billing account to Lockbox.	050413	\$10.0000
6138 - POSTAGE	Charge for check copies and/or materials forwarded to client via First Class Mail. Applies to: 1)each processed check and/or related material; 2)each No Check transaction; and 3) each Unprocessable check.	050410	\$0.6179
6139 - CLOSED PROGRAM VIEWING	Charge for long-term viewing of data and images on Receivables Online for programs that have been closed. DDA must remain open for billing through Account Analysis.	050005	\$50.0000
6140 - DOCUMENT IMAGE CAPTURE	Charge for each document page imaged for a lockbox subscribing to Document Image Presentment or Image Transmission.	05011R	\$0.0650
6154 - ADDITIONAL PROGRAMMING	Hourly charge for custom programming, including data transmissions; special formats for reports; emails or faxes; etc.	050137	\$25.0000
6245 - DEPOSIT PREPARATION	Charge for each day when batches are processed. For lockboxes with additional daily deposits, volume may be multiplied by number of contracted deposit times.	050301	\$1.0000
6805 - ONLINE DECISION MGR MAINT	Monthly maintenance charge applied to each lockbox that uses the Online Decision Manager service.	050006	\$65.0000
Subtotal			
WIRE - U.S.			
5822 - ELECTRONIC BOOK DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in a credit to another J.P. Morgan account.	350120	\$3.0000
5823 - ELECTRONIC BOOK DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in a credit to another J.P. Morgan account.	350122	\$3.0000
5824 - ELECTRONIC FED DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound Fedwire.	350100	\$4.0000
5825 - ELECTRONIC FED DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in an outbound Fedwire.	350102	\$5.0000
5826 - ELECTRONIC CHIP DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound CHIPS payment.	350110	\$4.0000
5827 - ELECTRONIC CHIP DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in an outbound CHIPS payment.	350541	\$5.0000
5886 - BOOK CREDIT	Credit to customer's account where the debit party was another J.P.Morgan account holder.	350320	\$2.5000
5887 - FED CREDIT S/T	Charge for an incoming credit received from another U.S. Bank, via the Federal Reserve system and processed straight through as a commercial payment without operator intervention.	350300	\$4.0000
5888 - FED CREDIT REPAIR	Charge for an incoming credit received from another bank via the Federal Reserve system that required a Bank operator's intervention to process.	350330	\$5.0000
5889 - CHIPS CREDIT S/T	Charge for an incoming credit received from another bank via CHIPS and processed straight through without operator intervention.	350300	\$4.0000
5890 - CHIPS CREDIT REPAIR	Charge for an incoming credit received from another bank via CHIPS that required a Bank operator's intervention to process.	350330	\$5.0000
5958 - DRAWDOWN BOOK DEBIT	Charge per transaction for a debit to a client's account resulting from a drawdown request initiated by another J.P.Morgan client.	350523	\$5.0000
5961 - DRAWDOWN FED DEBIT	Charge per transaction for a debit to client's account in response to a Fedwire drawdown request.	350521	\$8.0000
6380 - CHASE ONLINE DOMESTIC WIRE	Charge for a wire transfer initiated via Chase Online when the beneficiary resides in the United States	350580	\$12.0000
Subtotal			
Total Charge for Services			

Pro forma Notes, Assumptions & Disclaimers

* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

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

***Represents fees assessed by a third-party vendor that can be offset by earnings credits.

EXHIBIT C

Financial Institution's account terms and service terms including related bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time (collectively referred to as "Account Documentation")



V6.0_02_26_26

Consolidated Service Terms

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

**TREASURY SERVICES (UNITED STATES)
COMMERCIAL BANK**



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

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

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

SERVICES FOR CUSTOMERS

A.	ACH Origination Service Terms	V2.2_10_28_22
B.	ACH Transaction Blocking with Positive Pay Service Terms	V1.5_09_02_25
C.	Lockbox Service Terms	V1.5_05_20_21
D.	Coin and Currency Service Terms	V1.6_12_06_19
E.	Positive Pay Reverse Positive Pay and Payee Verification Service Terms	V1.6_02_26_26
F.	Controlled Disbursement Service Terms	V1.4_10_25_13
G.	Image Cash Letter Service Terms	V2.0_12_27_23
H.	Check Print Service Terms	V2.3_10_30_25
I.	ACH Tax Payment Service Terms	V1.2_04_30_25
J.	Remote Capture Services Terms	V1.4_07_21_23
K.	JP Morgan TS Electronic Channels Service Terms	V4.4_01_24_25
L.	Healthcare Link Processing Service Terms	V1.3_08_25_22



SERVICE TERMS – CONSOLIDATED SERVICE TERMS BOOKLET

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

ACH ORIGATION SERVICE TERMS

V2.2_10_28_22

The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank") agree to comply with and be bound by the Rules as in effect from time to time.

1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:

- originate ACH Debit Entries;
- originate ACH Credit Entries; and
- instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. Further, the Customer's origination of WEB, TEL and IAT Entries requires additional pre-approval by the Bank; if the Customer attempts to originate such Entries without first obtaining such approval, the Entries may be suspended, delayed or rejected pending completion by the Bank of product due diligence, know-your-customer and/or other review as the Bank determines to be necessary in its discretion. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name. Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and
- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

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

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



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

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

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

- 5. Stop Payments; Reversals and Recalls; Rejections.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank. Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

- 6. Third Party Service Providers.** Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.
- 7. Notification to Bank if Customer is or Becomes a Third Party Sender.** Customer will not initiate Entries as a Third Party Sender or otherwise originate Debit Entries or Credit Entries on behalf or for the benefit of other persons or entities without prior notification to, and approval of, the Bank. Accordingly, Customer will notify Bank if Customer at any time intends to become a Third Party Sender and will not commence and will not commence such activity unless and until Bank approval is obtained.
- 8. IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

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

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

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



- 9. Same Day Entries.** The terms set forth in this Section 9 apply to any Same Day Entry, as such term is defined in the Rules, originated by the Customer. From and after the effective date specified under the Rules for Same Day Credit Entries and Same Day Debit Entries (or such other dates as may be communicated to the Customer by the Bank), subject to the conditions set forth in this Section 9, any Credit Entry or Debit Entry submitted to the Bank that meets the criteria set forth in the Rules for a Same Day Entry ("Same Day Criteria") may be processed and released by the Bank in such time and manner as to enable same day processing and settlement by the applicable ACH Operator and RDFI.

The Bank may, in its sole discretion, provide the Same Day ACH Service to its customer segments on either an opt-out basis or an opt-in basis. If the Service is provided to the Customer on an opt-out basis, any Credit Entry or Debit Entry transmitted to the Bank in the name of the Customer that meets the Same Day Criteria may be processed as a Same Day Entry (from and after the Respective Implementation Date), and the Customer will be charged applicable fees for such processing. The Customer may elect to exclude transactions from Same Day ACH processing by notifying the Bank in writing (or by such other means as the Bank may specify) of specified Company IDs that the Customer wants to exclude from Same Day ACH processing even if the Same Day Criteria are met. In such case, the Bank will exclude files/Entries with such Company IDs from the Service. If the Service is provided to the Customer on an opt-in basis, the Customer may request that its originated Entries meeting the Same Day Criteria be processed on a same day basis; otherwise, such Entries will not be processed on a same day basis. As a result of the implementation of the Same Day ACH processing, there may be changes to the posting times for Entries; Same Day ACH Entries as well as Entries originated to accounts of Receivers at the Bank may be posted to Receivers' accounts earlier than posting was occurring prior to implementation of Same Day ACH processing. Notwithstanding anything to the contrary contained in these Service Terms, certain Bank transmission channels will not provide capability for origination of Same Day ACH Entries or will provide such capability at a later time than other channels.

- 10. Incorporation of Account Documentation; Termination.** The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.



ACH TRANSACTION BLOCKING WITH POSITIVE PAY SERVICE TERMS V1.5_09_02_25

1. ACH Transaction Blocking

- (a) **Service; Incorporation of Account Documentation.** JPMorgan Chase Bank, N.A. ("Bank") provides a Service that allows Customer to block and return ACH debit and credit Entries originated to Customer's account with Bank. Customer can select from a variety of authorization or blocking criteria and advise Bank in a manner and form acceptable to Bank. Such authorization or blocking criteria set up by Customer hereafter sometimes called "Block Profile." Bank will return any blocked transaction indicating that the ACH debit was not authorized or that the ACH credit was refused.

The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Transaction Blocking and/or Positive Pay services, Customer agrees to these Service Terms. Capitalized terms that are used and not defined herein shall have their meanings set forth in the Account Documentation or the Operating Rules of the National Automated Clearing House Association (Nacha).

- (b) **Company IDs.** If Customer elects an option that blocks or allows ACH debits or credits from specified companies, Customer will be solely responsible for obtaining the correct Company ID for each such Originator. Customer must supply the Bank, through the designated user interface, with the applicable ACH Company ID of the Originator as it appears on the Company/Batch Header Record. The Company ID will be the sole criterion for blocking debit and credit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator.

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

2. ACH Positive Pay

- (a) **ACH Positive Pay Service.** Bank provides a Service that allows Customers who are currently setup on ACH Transaction Blocking Service to elect a feature which provides notification to Customers prior to posting or return of any ACH debit Entries and/or credit Entries identified as unauthorized and/or authorized, regardless of established Block Profile parameters set by Customer.

(i) Bank will provide such notification to Customer by a method prescribed by Bank, and Customer shall have an opportunity to provide instructions to Bank prior to a designated cut-off time ("Same Day Cut-Off Time"), in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block Profile rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block Profile rule specifies processing of such transactions). If the Customer does not provide such instructions prior to such designated cut-off time or if an Entry with a same day effective date is received after such designated cut-off time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block Profile rules except as otherwise provided in Section 2(e).

(ii) If the Customer does not provide such instructions prior to the Same Day Cut-Off Time or if an Entry with a same day effective date is received after the Same Day Cut-Off time, Bank's Positive Pay Next Day service will be enabled and Customer shall have an additional opportunity to provide instructions to Bank prior to the PP Next Day Cut-Off Time (as such term is defined in Section 2(b) below) in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block Profile rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block Profile rule specifies processing of such transactions). If the Customer does not provide such instructions prior to the PP Next Day Cut-off Time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block Profile rules.

(iii) Additionally, Customer may provide instructions to Bank prior to a designated Entry cut-off time, in a manner and form acceptable to the Bank to add allowable or non-allowable IDs to their ACH Transaction Block Profile rule directly from transactions details presented for decisioning.

(iv) Settlement and availability of funds may be delayed as a result of an ACH transaction held until the Same Day Cut-Off Time.

- (b) **ACH Positive Pay Next Day Service.** Bank also provides an additional Service that allows Customer to review ACH debit and credit Entries originated and posted to Customer's account with Bank and to instruct Bank to return some or all of these transactions by a designated cut-off time on the banking day following the day on which the transactions are posted to the Customer's account ("PP Next Day Cut-Off Time"), in a manner and form acceptable to the Bank. Customer shall use block criteria available through the Service to select the types or categories of incoming ACH debit and/or credit Entries it wishes to review or Customer may elect to review all incoming ACH Entries subject to Section 2(e) below. If the Customer enables the Positive Pay Next Day Service, any ACH transaction subject to a Block Profile rule will be posted to Customer's Account and will be eligible for an ACH return within a designated time the following day. If Customer does not provide instructions to return within such time, such posting will become final. If Customer chooses to return the transaction after it has posted, applicable fees may be assessed.

- (c) **Review and Return Process.** Based upon the block criteria selected by the Customer, ACH Entries meeting that criteria will be made available for Customer to review not later than a designated time on the same day on which the transactions are posted to the account for



the ACH Positive Pay Service or the banking day following the day on which the transactions are posted to the Customer's account for the ACH Positive Pay Next Day Service. The details provided by Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard Entry class code and settlement date.

- (d) Customer shall advise Bank by means of an agreed upon transmission method not later than Bank's designated cut-off time if there are any transactions that are unauthorized and that Customer wishes to return. Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to Customer as to which Bank does not receive a timely return instruction from Customer will remain posted or be returned based on the Transaction Review profile default decision setting established by the Customer.
- (e) **Certain Reviewed Transactions May be Returned/Posted Despite Instructions.** Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

3. ACH Transactions Not Subject to ACH Transaction Blocking with Positive Pay.

Notwithstanding anything to the contrary in these Service terms, the following types of ACH transactions will not be made available for Customer's review and decisioning:

- debits or credits to Customer's account to offset any ACH Entries originated by Customer through Bank;
- reversals of previously received ACH Entries;
- returns or reversals by the RDFI of ACH Entries originated by Customer through Bank;
- reclamation Entries;
- debits or credits to Customer's account initiated by Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges Customer owes Bank or Bank's affiliates; and
- if Customer is also subscribing to the ACH Transaction Blocking service, any transactions blocked and returned pursuant to that service.



LOCKBOX SERVICE TERMS

V1.5_05_20_21

JPMorgan Chase Bank, N.A., organized under the laws of U.S.A. with limited liability (the "Bank"), will provide the Customer with the Lockbox Service (as defined below) in accordance with the terms and conditions set forth in these Lockbox Service Terms ("Service Terms"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services and other applicable service terms as may be amended from time to time (collectively, the "Account Documentation") and the Statement of Work (as defined below) are incorporated into these Service Terms by reference and form a part thereof. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail. By acknowledging or signing the applicable Account Documentation or by using or continuing to use this Service, Customer agrees to these Service Terms.

1. Lockbox Service. The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service.

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer irrevocably appoints the Bank (and all persons the Bank designates in connection with the Lockbox Service) to endorse Items with the Customer's name. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank and shall be deemed to make all of the warranties of a transferor of such Item under applicable law.

- (a) The Customers requiring "Caller Service" or "Business Reply Mail Service" (as such terms are used by the United States Postal Services ("USPS")) or any similar service at the USPS or Canada Post Corporation ("CPC") for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS or the CPC, as the case may be, and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS or the CPC, as the case may be, for such services or any other action taken or not taken by the USPS or the CPC, as the case may be.
- (b) The Bank may, at its sole discretion, provide the Customer additional optional Services including, without limitation, Decision Manager (as defined below), non-deposit remittance Items (i.e., the Bank will process and deposit only Items that meet the Customer directed rules for deposit), early transmission of remittance data, customized grouping and sorting of Items (i.e., the Customer instructs the Bank to further group and sort the contents of its mail according to criteria specified by the Customer) and imaging and additional data capture requirements of remittance data to create customized transmission files and reporting (collectively, the "Value Add Services"). The Customer shall submit to the Bank a completed implementation requirements document (the "Statement of Work") instructing the Bank to perform the Value Add Services agreed to by the Customer and the Bank. The Customer may receive user guides and other materials ("Service Guides") setting forth the terms and conditions upon which such Value Added Services shall be provided to the Customer by the Bank. The Customer acknowledges and agrees that Remittance Processing and, if applicable, the provision of Value Add Services (collectively, "Pre-Deposit Processing") may result in Items not being deposited until completion of such Pre-Deposit Processing in accordance with Customer's instructions. Decision manager ("Decision Manager") is an exception workflow tool to which clients can subscribe. Upon the Bank's review of the mail and remittance information for Items that do not meet a Customer's specified requirements for deposit (e.g., check and invoice amounts do not match, incorrect payee name, incorrect amount, etc.) or reported as processing exceptions ("Exception Items"), the Bank will notify the Customer of such Exception Items by posting such Exception Items on a designated website or application. The Customer must communicate its decision for Exception Items within the deadline indicated in the Statement of Work. The Customer agrees that the Bank shall not deposit such Exception Items until the Bank receives an instruction from the Customer. If the Customer fails to provide an instruction within the timeline specified, the Bank will either return the Item unprocessed to the Customer or follow the default instruction specified in the Statement of Work.
- (c) If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
- (d) The Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to the Customer as unprocessable; provided, however, upon Customer's request, but at the sole



discretion of the Bank, the Bank may process or collect foreign checks on behalf of Customer subject to terms and conditions in the Account Documentation.

- 2. Availability Schedule.** The Bank will deposit eligible Items to the Customer's designated deposit account in accordance with the Bank's Availability Schedule provided to the Customer. The Customer agrees that Items that require special handling may receive delayed availability.
- 3. Returned Items; Re-presentment.** If any Item is rejected, reversed, or returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.
- 4. Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than fourteen (14) days. All original documents will be destroyed fourteen (14) days after processing. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through a delivery media ("Delivery Media") at the intervals agreed upon between the Bank and the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer through the Delivery Media.
- 5. Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.
- 6. Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this Service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 7. Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.



COIN AND CURRENCY SERVICE TERMS

V1.6_12_06_19

I. SERVICE

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the coin and currency services listed below (each a "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

II. CASH ORDERS

1. Cash Orders.

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

2. Cash Limits.

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

3. Discrepancies for Cash Orders.

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

4. Cancellations and Amendments.

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

5. Notice of Rejection.

If the Bank rejects a Cash Order, it will promptly notify the Customer of the reason.

6. Notice of Execution.

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

7. Security Procedure.

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

8. Geographical Limitations for Cash Orders.

The Customer represents and warrants that all Cash Orders will be used by Customer in its normal course of business at the Customer's store/office locations in the United States.



III. CASH DEPOSITS

1. Standard Courier Service.

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

2. Deposit Presentment and Processing for Standard Courier Service.

With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

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

3. Courier Service through the use of a Smart Safe or Recycler Machine.

The Customer may use the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will receive provisional credit only for Cash placed in Deposit Cassette (as defined below) component of the machine. The Customer's courier is authorized to transmit the Cash information only with regard to the Deposit Cassette component of the machine to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the courier to pick up any Cash for which the Bank has given provisional credit at any time at the Customer's expense. For purpose of these Service Terms, "Deposit Cassette" is the component of the machine whereby the Customer places Cash into such component and only the courier is able to access such Cash once it is placed in the Deposit Cassette.

4. Deposit Presentment and Processing Courier Service through the use of a Smart Safe or Recycler Machine.

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

5. Revocation of Provisional Credit.

The Customer agrees that the courier will pick up the Cash from the Smart Safe, deliver it to the vault and complete the verification process at least every seven (7) calendar days (or as otherwise agreed to by the Bank). In the event the courier does not retrieve the Cash from the Smart Safe for whatever reason, within such time frame, or otherwise deliver the Cash to a vault location, Customer authorizes the Bank to revoke the provisional credit given to Customer's designated account at the Bank's discretion and without prior notice, even if doing so creates or increases an overdraft.

6. Discrepancies.

All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.



7. Geographical Limitations for Cash Deposits.

Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

8. Relationship upon Delivery of Bags.

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

9. Deliveries to an Unattended Facility.

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

10. Liability at Unattended Facility.

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



POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION SERVICE TERMS

V1.6_02_24_26

JPMorgan Chase Bank, N.A. (the "Bank") will provide the Customer, in accordance with the provisions set forth in these Positive Pay, Reverse Positive Pay, and Payee Verification Service Terms (these "Service Terms"), with one or more of the services listed below (each a "Service") that help prevent check fraud on deposit accounts by identifying discrepancies between checks ("Items") presented to the Bank for payment from the Customer's demand deposit account associated with the Service (the "Account") and those Items that are issued by the Customer. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

1. Services.

With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items that have been presented for payment, and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information, and the Bank compares such information against the payee names on Items that have been presented for payment. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: (i) Account number on which the Item is drawn; (ii) Item serial number; (iii) dollar amount; (iv) issue date (not as part of Reverse Positive Pay); and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer must provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually-agreed-upon transmission method. With Positive Pay, the Bank will compare items (i), (ii) and (iii) (and, in the case of Payee Verification, item (v)) of the Issuance Information with the applicable information from the Items presented to the Bank for payment against the Account. If the Customer has properly set up an issue date limitation, then the Bank will compare the date that the Item has been paid with the issue date in the Issuance Information. For Reverse Positive Pay, the Bank will provide the Customer access to the Issuance Information, and the Customer will compare such information with the Items that the Customer has issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day that the Item is presented to the Bank for payment. If the Customer fails to timely provide the Issuance Information (including, in the case of Payee Verification, the payee name) in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. The Bank will not be liable to the Customer for any Item that the Bank processes and pays in accordance with the Customer's Issuance Information and, if applicable, the Customer's Presentment Decision.

For Reverse Positive Pay, the Bank will provide access to the Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank will not be liable to the Customer for any Item that the Bank processes and pays unless the Customer advises the Bank on time and in the proper format that such Item is not authorized for payment.

The Bank is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If the Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which the Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

For Payee Verification, the Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under the Payee Verification Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the pay to the order of field on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and the Bank. The Customer understands that the Bank will not be liable to the Customer (i) for any discrepancy in the payee name if the discrepancy was not detected due to the check stock or the print format of the Item not complying with the Bank's specifications and/or not passing the Bank's testing (including, without limitation, with respect to the payee name placement) or (ii) for any discrepancy in the payee name if the payee name was handwritten on the Item.



5. Voided Items and Stop Payments.

For any Item listed on the Customer's Issuance Information which the Customer decides it no longer wishes to pay: (a) if the Item is physically in the Customer's possession, the Customer may place a void notice in the Issuance Information for such Item, or (b) if the Item is no longer physically in the Customer's possession, the Customer must place a stop payment request with the Bank in accordance with the Bank's requirements and the Account Documentation. If the Customer does not place a stop payment request for an Item not physically in the Customer's possession as set forth in (b) above and instead places a void notice, the Customer agrees (i) that the Bank may debit the Customer's Account for the payment of such Item and (ii) that the Customer will be liable to the Bank for any damages the Bank may suffer as a result of the Customer's failure to place a stop payment on such Item.

6. Item Payment.

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

7. Over the Counter Presentment and Encashment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment or deposit at one of the Bank's branch locations at the teller line and the Account is under the Positive Pay, Payee Verification, or Reverse Positive Pay with Teller Line Protection Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. The Bank will not be liable to the Customer for any Item that the Bank pays at the teller line in accordance with the Customer's Issuance Information. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the Account is under the Reverse Positive Pay without Teller Line Protection Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) the Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services, and (iii) the Customer agrees to unconditionally release, indemnify, and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

8. Non-Standard Items.

The Service(s) shall not apply to any Item that does not meet the Bank's set-up requirements for Items to be eligible for the Services (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to the Bank, or any Item which may be printed on various printing devices that allow size or font to vary) (collectively, "Non-Standard Items"). The Customer acknowledges that (i) the use of Non-Standard Items may increase the likelihood of fraud, such Non-Standard Items may not be accepted for deposit at financial institutions, and the use of Non-Standard Items may lead to processing delays due to the failure of such Non-Standard Items to systemically be matched to the Issuance Information at the time that they are presented to the Bank for payment, and (ii) the use of Non-Standard Items may result in the Bank's fraud protection services not being able to operate as designed such that Non-Standard Items may not be able to be returned within the legal timeframe. The Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

The Customer agrees that the Bank may, without liability to the Customer, refuse to deposit any Non-Standard Item, including, without limitation, refusing to accept the deposit at any of the Bank's branch locations. The Customer agrees that the Customer's decision to use Non-Standard Items which result in the inability to meet the formatting standards required by the Bank's Service(s) to operate as designed (systemic matching of the Issuance Information to the Item at the time that it is presented for payment) constitutes negligence contributing to the making of an unauthorized signature and/or a material alteration of the Item (collectively "Unauthorized Item") in situations where a Non-Standard Item is paid against the Customer's Account that the Customer claims is an Unauthorized Item, (a) the Customer assumes the risk of loss to the extent that such Service(s) would have detected the Unauthorized Item if it had used check stock that met the Bank's formatting requirements, (b) the Customer shall not claim against the Bank, and the Bank shall have no obligation or liability to the Customer to recredit any such Account for any such loss, and (c) the Bank will have exercised ordinary care if it pays an Item drawn on any Customer Account based upon industry standards without any further inspection of any such Item, even if it is an Unauthorized Item.

9. Incomplete Activations and Service Suspensions

The Customer agrees that the Bank shall have no obligation or liability to the Customer in accordance with these Service Terms (i) in the event the that Services are suspended by Bank in accordance with the Account Documentation, or (ii) prior to Customer taking all required steps to fully implement the Services (including, without limitation, the Customer's final activation of the Service (i.e., actioning "pending positive pay") on the applicable Bank electronic channel). The Customer also understands that it may be billed for the Services notwithstanding that it has not taken all required steps to fully implement the Services.



CONTROLLED DISBURSEMENTS SERVICE TERMS

V1.4_10_25_13

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with controlled disbursement services (the "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and other service terms ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation (as may be amended, modified or supplemented from time to time) or by using or continuing to use the Service, the Customer agrees to these Service Terms. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Controlled Disbursement Account.

Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.

3. Payment of Items.

Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

4. Over-the-Counter Presentment.

Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

5. Funding Account for Controlled Disbursement.

Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

6. Media.

Bank will transmit to Customer, by the transmission method or media agreed to by Customer and Bank, information regarding Customer's Controlled Disbursement Account.

7. Routing Transit Number.

Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

8. Financial Condition.

In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

9. Third Party Usage.

Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 9. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 9, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.



IMAGE CASH LETTER SERVICE TERMS

V2.0_12_27_23

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and the ACH Origination Service Terms as may be applicable ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. Transmission and Processing.

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

3. Image Cash Letter File Deposit Time.

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

4. Customer Liability.

Customer shall be solely responsible if any Transmission for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Checks, including storage and retrieval. Customer agrees to provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present an original Check more than once through this Service. If the Customer receives a return (substitute check) of the original deposited Check, Customer can deposit the substitute check through this Service; provided however, Customer shall be responsible for any and all losses or claims resulting from the Customer presenting an original Check for payment more than once through any method.

5. Suspension/Cancellation of Service.

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

6. Intellectual Property Ownership.

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



7. WARRANTIES AND DISCLAIMERS.

- 7.1 CUSTOMER WARRANTY.** CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT: (A) EACH TRANSMISSION CONTAINS ACCURATE AND LEGIBLE IMAGES OF ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECKS AT THE TIME EACH CHECK WAS TRUNCATED; (B) EACH TRANSMISSION ALSO CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK AND THE ACCURATE AMOUNT OF THE CHECK; (C) EACH TRANSMISSION CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM SET FORTH IN REGULATION J AND FEDERAL RESERVE BANK OPERATING CIRCULARS AND FOR A SUBSTITUTE CHECK SET FORTH IN REGULATION CC; (D) NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE CHECK (EITHER THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL CHECK) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED UPON A CHECK IT HAS ALREADY PAID; (E) CUSTOMER WILL NOT REDEPOSIT THROUGH THIS SERVICE ANY TRANSMISSION REPRESENTING A CHECK PREVIOUSLY DEPOSITED AND RETURNED TO THE CUSTOMER; (F) CUSTOMER WILL EMPLOY COMMERCIALLY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY TRUNCATE AND CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITED STATES; AND (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.
- 7.2 DISCLAIMER.** BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER AGREES TO, AT ITS SOLE EXPENSE, PROCURE AND MAINTAIN ALL HARDWARE, BROWSERS, SOFTWARE AND TELECOMMUNICATIONS EQUIPMENT NECESSARY TO ACCESS THE SERVICE IN ACCORDANCE WITH THE BANK'S RECOMMENDED SYSTEM CONFIGURATION.

8. INDEMNIFICATION.

IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THE ACCOUNT TERMS, AND EXCEPT FOR LOSSES OR EXPENSES CAUSED BY BANK'S FAILURE TO EXERCISE ORDINARY CARE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY BANK FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTIES PROVIDED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY BANK WITHIN THE SCOPE OF ITS AUTHORITY UNDER THESE SERVICE TERMS IN HANDLING A CHECK; AND (iii) A BREACH OF ANY WARRANTY OR INDEMNITY REQUIRED TO BE MADE BY BANK WITH RESPECT TO A CHECK UNDER APPLICABLE LAW, CLEARING HOUSE RULE OR REGULATION.

9. Pricing Schedule/Volume/Termination Penalties.

Bank and Customer agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

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

11. Customer Offering Mobile Check Delivery Application.

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

- (a) Customer will only send images of Checks that are made payable to Customer.



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

12. Financial Institution Customer.

If Customer is a financial institution and the Checks are drawn on Canadian banks Customer agrees that the Bank will be the bank of first deposit for returns and chargebacks and the Bank is authorized to charge Customer's Account for any such return or chargeback including any related fees.

13. Online Adjustments Services.

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

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



CHECK PRINT SERVICE TERMS

V2.3_10_30_25

- 1. Check Print Services.** The Bank will provide the Customer with check print services (the "Check Print Service") in accordance with these Service Terms. The provisions of the Bank's Account Terms governing the Customer's deposit accounts, including any accounts used to fund the purchase of cashier's checks created through the Check Print Service ("Funding Account"), are incorporated into these Service Terms by reference.
- 2. Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). The Customer agrees that all Print Order requests are for payment of the Customer's own payment obligations and not for any third party obligations unless explicitly approved by the Bank. Print Order information shall include payee names and addresses. The Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders, unless the Customer has executed the required business associate agreement with the Bank. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms. The Customer agrees to unconditionally release, indemnify, and hold harmless the Bank against any and all liability loss or claim relating to the printing and delivery of Documents.
- 3. Receipt of Print Orders.** The Customer shall transmit Print Orders to the Bank's designated location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. The Bank may reject any Print Order that does not comply with these Service Terms.
- 4. Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be created; (b) cause a laser facsimile of the signature image provided by the Customer to be placed on the check; (c) if agreed upon, cause Documents to be printed and included with the check issuance; and (d) mail, send by courier or make available for download through the Bank's internet-based check solution along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances and agrees that the signature template that is provided to the Bank (even if provided in blank form) is the authorized signature of the Customer for the checks created under this Check Print Service.
- 5. Digital Check Delivery.** The Bank reserves the right to provide a digital transmission of the check to the payee or payee's designated agent as an alternative to physical check printing and delivery. This digital transmission may include, but is not limited to electronic checks, or other digital formats as determined by the Bank. The Bank shall not be liable for any issues arising from the digital transmission of checks, including but not limited to delays, errors, or non-receipt by the payee, provided that the Bank has taken reasonable steps to ensure the successful transmission.
- 6. Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone, or facsimile transmission.
- 7. Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
- 8. Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms, unless it is agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.
- 9. Limitation of Liability.** The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.
- 10. Cashier's Checks.** If the Bank agrees to create cashier's checks under the Check Print Service, the following additional terms will apply: (a) the Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's Funding Account for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, the Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which cannot be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen, or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.
- 11. Limitations.** The Customer agrees that it will not include any requests for conditions or restrictions in its Print Orders, and, if the Customer nonetheless adds a condition or restriction in its Print Order, the Bank is not required to comply with any such condition or restriction when paying the check. The Bank may pay any check resulting from a Print Order as if the condition or restriction was not on such check, and the Bank shall not be liable to the Customer or any third party for paying a check as if the condition or restriction was not on such check. The Customer also agrees to unconditionally release, indemnify, and hold harmless the Bank against any and all liability loss or claim relating to the inclusion of a condition or restriction on a check in its Print Order.



ACH TAX PAYMENT SERVICE TERMS

V1.2_04_30_25

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

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

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

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

3. Tax Payment Security Procedures.

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

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

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

- 6. Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules.



Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

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

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

- 7. Stop Payments; Reversals and Recalls.** Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.
- 8. Payment Limits.** Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.
- 9. Limitation of Liability.** Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months. Customer will be responsible for monitoring and adhering to Internal Revenue Service or Electronic Federal Tax Payment Service requirements and timeframes applicable to its specific tax payments and Bank will have no liability or responsibility for any penalties or losses incurred by Customer resulting from Customer's non-compliance with such requirements.
- 10. Incorporation of Account Documentation; Termination.** The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.



REMOTE CAPTURE SERVICE TERMS

V1.4_07_21_23

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

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services solely for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashier's checks, traveler's checks, if the scan of the check or item (i) originated within U.S. borders, (ii) is payable in U.S. Dollars, and (iii) is drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data within the U.S. to Bank. The provisions of the Lockbox Service Terms, Account Terms, J.P. Morgan Treasury Services Electronic Channels Service Terms ("the "Channels Terms") , and any other applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail.

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

2. Processing

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

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (i.e., the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

The Service only accepts and processes Items drawn on U.S. chartered banks, whose image originates within U.S. borders.

5. Warranties.

5.1 Customer represents and warrants to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;



- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not originate any use of the Service for any purpose outside the U.S. borders. Such origination includes, but is not limited to, the capture and transmission of check images from outside of the U.S.
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

6. New Features. Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

7. Disclaimer.

Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer's access to the Services will be uninterrupted, error free or secure.

8. Indemnification.

Customer agrees to indemnify and hold the Bank harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by Customer pursuant to these Service Terms or the Lockbox Service Terms; any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items as either the bank of first deposit, truncating or reconverting bank.

9. Customer Liability.

Customer shall be solely responsible if any item for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement, warranty claims or return. Information and data reported under these Service Terms: (a) may be received prior to final posting and confirmation and are subject to correction and (b) are for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer agrees to provide a legible copy of an image or the original Item if requested by the Bank. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Item.

10. Suspension/Cancellation of Service.

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

11. Intellectual Property Ownership.

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

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



J.P. MORGAN TREASURY SERVICES ELECTRONIC CHANNELS SERVICE TERMS

V4.4_01_24_25

1. Service and Service Terms.

The Bank will provide a service (the “**Service**”) for electronic access to the Customer’s account information, reports and data (collectively, “**Data**”) and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an “**Instruction**”) and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access® Online, J.P. Morgan Access® Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The Service is governed by these terms (the “**Service Terms**”), which incorporate the Bank’s terms governing the business accounts and services, including service terms that govern the Bank’s processing of Instructions transmitted via the Service (collectively, the “**Account Documentation**”), as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used in these Service Terms, and not otherwise defined, have the meaning set forth in the Global Account Terms or other account terms applicable to the Customer. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Security Procedures and Other Controls

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

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

2.2.1. **Access Online.** The Security Procedure for verifying payment Instructions given in the Customer’s name via the Access Online channel is validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), validation of a token code generated by a Bank issued or approved security device (which, for the avoidance of doubt, includes software and hardware used to generate “soft tokens” on a mobile device)(“**Security Device**”) assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

2.2.2. **Access Mobile.** The Security Procedure for verifying payment Instructions given in the Customer’s name via the Access Mobile channel is (i) validation of the registration with the Bank of the mobile device used in the transaction, biometric identity verification of the Authorized User by a Bank-issued or approved method, entry of an accompanying PIN of an Authorized User (as defined in Section 2.6 below) and transaction review as specified in Section 2.5; (ii) validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by a Security Device assigned to that Authorized User and transaction review as specified in Section 2.5 or a combination of three or more factors in (i) and (ii).

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

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

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

2.3.2. **Certificate Expiration.** Notwithstanding any courtesy notifications the Bank may send to the Customer regarding the Customer’s impending Certificate expiration, the Customer acknowledges that it is the Customer’s sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer’s failure to timely update its Certificate. To allow



for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.

- 2.4. **Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.
- 2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").
- 2.4.2. **Certificate Procedures and Requirements.** The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.
- 2.4.3. **API Token Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.
- 2.5. **Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.
- 2.6. **Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.
- 2.7. **Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
- 2.8. **Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.
- 2.9. **Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

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

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an



independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks and liabilities associated with the operation, performance and security of its System and the use of the Internet or other open networks, failure or use of Customer's or third party equipment, hardware, browsers, operating systems and/or other software or programs, and services or persons outside of the Bank's control, and the Bank disclaims all such risks. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses arising, directly or indirectly, from the Customer's use of Customer's or third-party software or program. The Bank may in its discretion provide training or information on best practices to the Customer from time to time but in so doing it will not be considered a consultant or advisor with respect to cybersecurity.

4. Instructions; Data

- 4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions given to the Bank's in the Customer's name and verified through the applicable Security Procedure.
- 4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

The Customer represents, warrants and covenants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized; and (iv) the Security Procedures offered to the Customer conform to the Customer's wishes and needs and the Customer has not requested Security Procedures other than those expressly agreed by the Customer and the Bank. The Customer hereby represents, warrants and covenants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous

- 6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction set forth in the attached Exhibit shall apply to the use of the Service by such Authorized Users.
- 6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).
- 6.3. All disputes relating to or in connection with these Service Terms solely arising outside the United States shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises solely in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English, except that (a) disputes solely between a Customer domiciled in the People's Republic of China and JPMorgan Chase Bank (China) Company Limited shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with its rules in effect at the time an application is made, with the place of arbitration being Beijing and the arbitration being conducted in English; and (b) disputes involving a Customer domiciled in Taiwan shall be irrevocably submitted to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile

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



EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

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

B. People's Republic of China (PRC)

The Customer can access the Access Online channel via the URL: <https://access.jpmorgan.com/>. In terms of emergency or any other questions in relation to its access or use of the website or the Service, the Customer may refer to the contact information on the website or contact its representative of the Bank.

C. Indonesia

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

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

D. Malaysia/Labuan

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

E. Republic of China (Taiwan)

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

F. European Union.

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

The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the data protection law. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services or via the Customer's use of such electronic banking services and via other correspondence or communications between the Customer and the Bank.

Details of the Bank's processing activities of personal data can be found in its EMEA Privacy Policy, which is available on the Bank's website at www.jpmorgan.com/privacy/EMEA. The Bank's EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws.

G. Abu Dhabi Global Market

The Bank may collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the applicable data protection laws, including the ADGM Data Protection Regulations 2021. Such personal data will be processed in accordance with the Bank's EMEA Privacy Policy, accessible through www.jpmorgan.com/privacy/EMEA. The Bank will only process the personal data as described in and for the purposes detailed in such EMEA Privacy Policy. The EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.

The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws, including the ADGM Data Protection Regulations 2021.



HEALTHCARE LINK SERVICE TERMS

V1.3_08_25_22

J.P. Morgan Chase Bank, N.A., which may include its designated affiliates and agents (the "**Bank**"), will provide to Customer the services (as elected by and applicable to Customer) described below as part of Bank's Healthcare LinkSM Service. The Bank reserves the right to modify the applications and products available via the service. The services are governed by these terms (the "**Service Terms**"), which incorporate the Bank's standard account terms and conditions governing the operation of business accounts and services as well as other applicable service terms, service guides or materials (the "**Account Documentation**"), as the same may be amended or otherwise modified from time to time. By acknowledging or signing the Account Documentation or by using or continuing to use the Services described herein, Customer agrees to these Service Terms. Capitalized terms used herein and not otherwise defined shall have the meaning specified in the Account Documentation. J.P. Morgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

- 1. Service.** Bank will provide to Customer some or all of the services generally described below in connection with Bank's Healthcare LinkSM Service, all as elected by Customer and agreed to by Bank. The following shall be performed by Bank in accordance with its standard operating procedures applicable to the service(s) elected:
 - A. Remittance Data.** Bank may receive and process remittance information and related correspondence, both paper and electronic, for health care claims payments (by way of example, Explanations of Benefits or "EOBs" and Electronic Remittance Advices or "ERAs"). Remittance information for healthcare claim payments, whether received electronically or in paper format, may be referred to herein as "**Remittance Data**".
 - B. Payment Data.** Bank may re-associate payment data made to Customer by third party payers ("**Payment Data**") with Remittance Data.
 - C. Data Delivery.** Remittance Data and Payment Data (as applicable) may be made available electronically to Customer following processing by Bank. The format and timing of transmissions of Remittance Data and Payment Data will be as mutually agreed by Bank and Customer.
 - D. Web Presentment.** Bank may make Remittance Data and Payment Data available to Customer via a web interface.
 - E. Workflow Services.** Bank may make additional services available through a web interface that will allow Customer to perform certain agreed online remittance management activities or other workflow-related tasks such as management of denials, reconciliation and/or secondary claim submission.
- 2. Data Retention.** Images of checks and documents will be retained for the period of time mutually agreed to by Bank and Customer; provided, that in no event shall such time period exceed Bank's then-current standards for data retention.
- 3. Security.** Bank will specify security procedures ("**Security Procedures**") for receiving and accessing Remittance Data and Payment Data and for accessing online services. Customer will comply with the Security Procedures, as the Bank may revise the same from time to time.
- 4. Third Party Provider of Customer.** In situations where Customer has requested that Bank work with Customer's third party provider ("**Customer's Agent**") in connection with the services elected by Customer: (a) Customer is responsible for all actions taken or not taken by Customer's Agent and Customer is responsible for all costs and expenses of Customer's Agent; (b) Customer agrees to cooperate with Bank regarding any request for information concerning Customer's Agent, though Customer also agrees that Bank has no responsibility or obligation to inquire as to the authority of Customer's Agent or with regard to any action taken or not taken by Customer's Agent on Customer's behalf; (c) Customer hereby authorizes Bank to communicate directly with and provide information and data directly to and to receive information and data directly from Customer's Agent on any and all matters related to the services provided on behalf of or for the benefit of Customer; and (d) Customer shall notify Bank immediately if Customer suspects or becomes aware of any activity or transaction of Customer's Agent that Customer believes may be of an illegal or illegitimate nature.
- 5. Other Service Providers.** Nothing express or implied in these Service Terms prohibits Bank from performing the services itself, through an affiliate or by contracting with a third-party contractor to assist Bank in the performance of the services hereunder including, without limitation, an affiliate or third-party contractor located outside of the United States of America. Bank may add or change subcontractors at any time without notice. Bank may terminate the services, including the ability of Customer to access images of checks and documents as provided herein, if any third-party processing agent ceases to provide some or all of the processing or performance of the services being provided under these Service Terms.
- 6. Accuracy; Legibility.** Customer will provide and ensure that Customer's Agents provide the information determined by Bank to be necessary to satisfy its responsibilities under these Service Terms in a format required by Bank. All information shall be provided to Bank in the time and in the method required by Bank. Bank shall assume that all such information provided to Bank by Customer, Customer's Agent(s), another processing area of Bank (for example, Bank's lockbox processing area) or any other third party (for example, an insurance company or other payer) is complete and accurate, and Bank is under no duty to question the completeness or accuracy of such information. Customer acknowledges that Bank cannot perform its duties under these Service Terms without complete, accurate and timely information and that Bank shall have no liability to Customer as a consequence of incomplete, inaccurate and/or untimely information provided to Bank.



ACCOUNT TERMS

V1.7_02_03_21

INTRODUCTION

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

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

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

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

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

1. Authorized Persons.

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

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

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

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

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank’s security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use



of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

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

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

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

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

3. Deposits.

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

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

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

4. Payment of Items.

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

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

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the



Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

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

5. Funds Transfer Instructions.

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

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

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

5.4 Foreign Exchange.

- (a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.
- (b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.
- (c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

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

6. Interest; Fees; Taxes.

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



6.2 Fees and Taxes.

- (a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.
- (b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:
 - (i) ensure that the Deduction is made;
 - (ii) pay the amount of the Deduction as required by applicable law;
 - (iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and
 - (iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.
- (c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

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

7. Account Statements.

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

8. Overdrafts.

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

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

9. Set Off; Security Interest.

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



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

10. Confidential Information; Agents; Consents.

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

- (a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.
- (b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.
- (c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank’s professional advisors, auditors or public accountants; (iii) the Bank’s subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank’s rights under the Account Documentation; and (v) with the consent of the Customer.
- (d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank’s or Customer’s businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.
- (e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

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

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

11. Liability Limitation; Force Majeure.

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

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



12. Indemnity.

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

13. Notices.

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

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

14. Termination.

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

- (a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or
- (b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

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

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

- (a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.
- (b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

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

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries,



agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

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

16. Governing Law and Procedure.

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

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

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

17. Miscellaneous.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. The Bank may, at its sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

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

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

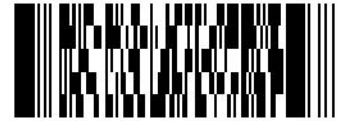
18. Interpleader; Reimbursement.

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

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

19. Provisional Recredit.

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



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

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

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

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

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

- 3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.
- 3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.
- 3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.
- 3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.
- 3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").
- 3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.
- 3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgment of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.
- 3.14 Electronically Created Items. The Customer should not deposit electronically created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.
- 3.15 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personal identification numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank,



in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day.

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

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

- 4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.
- 4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer's own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.
- 4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items. The Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.
- 4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.
- 4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.
- 4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a period of time agreed to by the Bank. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.
- 4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item paid by automated payment processing.
- 4.12 Non-Standard Items. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of Customer issuing Items that do not meet industry standards for Items (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary).



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

5.4 Foreign Exchange.

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

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

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

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

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

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

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

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

6.4 Earnings Credit Account Analysis.

- (1) The Customer may instruct the Bank to calculate and apply the Earnings Credit Account Analysis service (the "ECR Service") on eligible Accounts. The Bank will calculate a credit (the "Earnings Credit") by applying an earnings credit rate (the "ECR") to all or a portion of the balances held in the eligible Account (the "ECR Balance").
- (2) The Bank will apply the Earnings Credit calculated for each billing period as an offset (an "ECR Application") against fees and charges actually incurred by the Customer during the same billing period for the use of the Bank's products or services, including, fees and charges related to certain products or services of the Bank and/or its affiliates (the "Charges"). The Bank shall determine the manner and sequence of the ECR Application in its sole discretion. Any excess Earnings Credit remaining after an ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. The Customer remains responsible for paying all remaining Charges after the ECR Application.
- (3) The Customer hereby acknowledges and agrees that: (i) Earnings Credit is not interest for tax purposes and, unlike interest from a tax perspective, is not and will not be paid by the Bank to the Customer and has no equivalent cash value, (ii) Earnings Credit earned by the Customer may be utilized in an ECR Application against Charges owed by a different affiliate, subsidiary or related entity that agreed to participate in this ECR structure by executing the required terms; and (iii) various branches, subsidiaries and certain affiliates of the Bank may transfer to any other branch, subsidiary or affiliate of the Bank (a) any Earnings Credit earned by the Customer or any of its subsidiaries, affiliates or related entities and/or (b) their respective rights to receive payment in relation to Charges incurred by the Customer or its affiliates, subsidiaries, or related entities who are participating in the ECR Service.
- (4) The Customer represents and warrants to the Bank that it has made and will continue to make an independent assessment of the legal, regulatory, accounting, and tax implications of entering into this Addendum and the ECR Service, and acknowledges that the Bank makes



no representation as to how the ECR Service or the Earnings Credit will be interpreted or treated for legal, tax, accounting or any other purpose.

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

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

- 7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.
- 7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.
- 7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

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

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

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

- 15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the



entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.

- 15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

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

- 16.1 Except as otherwise agreed in writing by the Bank and the Customer, the rights and obligations of the Customer and the Bank in respect of each Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules). Each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court sitting in the City of New York, New York over any action, suit, proceeding, claim or controversy arising out of or relating to the Account Terms which includes this Addendum. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.

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

- 16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts.

Section 17 of the Account Terms (Miscellaneous) is amended by adding the following provisions:

- 17.15 When the Customer provides the Bank any information requested by the Bank under its "Know Your Customer" or Anti-Money Laundering or other compliance policies pertaining to any natural or other persons, the Customer represents and warrants to the Bank that the Customer has obtained that person's consent that the Bank may make continued use of that person's information in order for the Bank to discharge any of its responsibilities in connection with "Know Your Customer" or Anti-Money Laundering, or other compliance purposes.
- 17.16 Beneficial Ownership. Customer agrees to adhere to the FinCEN Customer Due Diligence final rule which requires certain entities to provide and certify beneficial ownership information to the Bank at 10% and provide information on a controller when opening a new USD account. The Bank is required to collect and validate certain information (e.g. Name, Address, DOB, SSN or Passport # for non US individuals) for new accounts impacted by the rule. If an entity is exempt from rule, the Bank may require documentation to support the exemption.
- 17.17 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means which would enable its customers to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is prohibited without the express written approval of the Bank.
- 17.18 No Advice. The Customer acknowledges and agrees that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.
- 17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.
- 17.20 Additional Representation for ERISA Benefit Plans
- (i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents and warrants that:
- (6) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
- (7) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser



under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;

- (8) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;
- (9) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;
- (10) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and
- (11) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

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

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges and agrees that if the Bank becomes insolvent or enters into receivership (hereinafter a "Bank Receivership"), the Customer will: (a) cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in each Account, and (b) provide the FDIC with the information that identifies each beneficial owner and its interest in the funds in each such Account within 24 hours of the Bank Receivership, unless it falls within one of the enumerated exceptions in 12 CFR 370.5(b). The information described in (b) must be sent to the Bank in the format specified by the FDIC (see: www.fdic.gov/regulations/resources/recordkeeping/index.html). The Bank shall provide the Customer an opportunity to validate its capability to deliver the information described in (b) in the format specified by the FDIC so that a timely calculation of deposit insurance coverage for the Account can be completed.

The Customer further acknowledges and agrees that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

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



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

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

- A. Determining the Day of a Deposit.** If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.
- B. Same Day Availability.** Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:
- Cash;
 - Wire transfers; and
 - Electronic direct deposits to an account.
- C. Next Day Availability.** Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:
- U.S. Treasury checks that are payable to the Customer;
 - Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
 - At least, the first \$275 from a day's total deposits.

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

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

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

- D. Availability of Other Check Deposits.** Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.
- E. Longer Delays May Apply.** In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$275 of the aggregate deposit will be available on the first business day after the day of deposit.

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

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

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$6,725 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

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



- F. Special Rules for New Accounts.** If the account is a new account, the following special rules may apply during the first thirty days the account is open:
- Funds from deposits of the first \$6,725 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over \$6,725 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$6,725 may not be made available until the second business day after the day of deposit; and
 - Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.
- G. Large Dollar Deposits.** The U.S. Federal Reserve Banks will not forward process any Item over \$99,999,999.99 and considers such Items as "non-cash items." Such Items should not be deposited in the Account. If Customer does deposit such an Item, the Bank may refuse to process such Item or handle it as a collection Item. If handled as a collection Item, Customer credit and availability will be deferred accordingly.

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

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