



FINANCE AND BUDGET

August 11, 2023

PERSONNEL ACTIONS

REQUEST:

Approval of faculty and staff personnel actions which have been approved through administrative channels and executed through the human resources information system during the period 03/01/2023 – 04/30/2023 and one-time compensation payments executed through the payroll system covering the period 03/01/2023 – 04/30/2023.

FACTS:

This request includes a variety of customary actions pertaining to people and positions, except for those actions specifically delegated to the President. Actions are identified by “type” and “funding source” and those transactions associated with a change in salary are sorted largest to smallest in terms of dollar change. Stipend payments are included under a separate tab of the personnel actions report. One-time compensation payments associated with extra duties/special assignments are included as a separate report.

BUDGETARY IMPLICATIONS:

Funding is provided as indicated for each transaction.

RECOMMENDATION:

President Timothy C. Caboni recommends approval of all faculty and staff personnel actions.

MOTION:

Approve faculty and staff personnel actions.

Completed Faculty Personnel Actions Subject to Board Approval
Effective March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Current Rate/Salary	Proposed Rate/Salary	Type Action	Funding Source
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No faculty personnel actions effective between March 1, 2023 and April 30, 2023

Department	Employee	Title	Begin Date	End Date	Proposed Salary	Funding Source
School of Leadership & Prof Studies	Tanja N. Bibbs	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Leadership & Prof Studies	Wren Allen Mills	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Leadership & Prof Studies	Rheanna Painter Plemons	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Teacher Education	Martha M. Day	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Teacher Education	Jeremy Ray Logsdon	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Teacher Education	Margaret G. Maxwell	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	4,800.00	RD
School of Nursing and Allied Health	Janay Smith Atkinson	MP PT Temp Faculty	04/01/2023	5/31/2023	3,000.00	E&G
School of Nursing and Allied Health	Kathleen Lynne Riley	MP PT Temp Faculty	04/01/2023	5/31/2023	3,000.00	E&G
Political Science	James Craig Clinger	MP PT Temp Faculty	02/01/2023	4/30/2023	3,000.00	E&G
School of Nursing and Allied Health	Barbara Crafton Bush	MP PT Temp Faculty	04/01/2023	5/31/2023	2,700.00	E&G
Gordon Ford College of Business	Janie Kay Pruitt	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	2,668.00	E&G
Business Services	Jennifer I. Tougas	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	2,280.00	E&G
Dual Credit	James Baffour Asare	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	RD
Ed Leadership Doctoral Program	April O'Neil Schleg	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	2,280.00	E&G
Educational Enhancement Programs	Melanie Jan Duvall	SM PT Temp Faculty	04/01/2023	5/15/2023	2,280.00	E&G
School of Leadership & Prof Studies	Kelli S Bush	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
School of Leadership & Prof Studies	Gregg T Cobb	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
School of Leadership & Prof Studies	Stacy Rhae Edds-Ellis	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
School of Leadership & Prof Studies	Casey Thomas Geist	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
School of Leadership & Prof Studies	Tiffany Eaves Marshall	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
School of Leadership & Prof Studies	Amy Melton Shutt	MP PT Temp Faculty	04/01/2023	5/31/2023	2,280.00	E&G
Environment, Health & Safety	Jonathan Le Mar Oglesby	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	2,136.00	E&G
School of Teacher Education	Terri Ann Webb	MP PT Temp Faculty	04/01/2023	5/31/2023	2,136.00	E&G
Social Work	Valerie Rose Farsetti	MP PT Temp Faculty	04/01/2023	5/31/2023	2,136.00	E&G
Social Work	Sarah Lee Whitedge	MP PT Temp Faculty	04/01/2023	5/31/2023	2,136.00	E&G
Environment, Health & Safety	Anita Ann Adams	MP PT Temp Faculty	03/01/2023	3/31/2023	2,136.00	E&G
Environment, Health & Safety	James B. Williams	MN FT Faculty - Temp PT	03/01/2023	3/31/2023	2,136.00	E&G
School of Teacher Education	Katherine Marilyn Lynch	MP PT Temp Faculty	02/01/2023	5/31/2023	2,136.00	E&G
Instructional Design	Mary Catherine Weaver	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	1,840.00	E&G
Chemistry	Amanda Lee Houchens	MP PT Temp Faculty	04/01/2023	5/31/2023	1,692.00	E&G
School of Leadership & Prof Studies	Michael W Sweeney	MP PT Temp Faculty	04/01/2023	5/31/2023	1,692.00	E&G
Gordon Ford College of Business	Janie Kay Pruitt	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	1,334.00	E&G
Instructional Design	Alicia Michele Pennington	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	800.00	RD
College of Health & Human Services	Amy Kremer Winger	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	760.00	E&G
School of Kinesiology, Rec. & Sport	Nicholas Dean Woodard	MP PT Temp Faculty	04/01/2023	5/31/2023	712.00	E&G
School of Kinesiology, Rec. & Sport	Philip C. Jones	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
School of Kinesiology, Rec. & Sport	Philip C. Jones	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
School of Kinesiology, Rec. & Sport	William Keith Rigdon	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
School of Kinesiology, Rec. & Sport	William Keith Rigdon	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
School of Kinesiology, Rec. & Sport	James Andrew Wright	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
Theatre & Dance	Roberto Valdez Sifontes	MP PT Temp Faculty	04/01/2023	5/31/2023	614.00	E&G
Professional Educator Services	Sarah Wilson Johnson	MP PT Temp Faculty	04/01/2023	5/31/2023	600.00	E&G
School of Leadership & Prof Studies	Kendra Renee Bronsink	MP PT Temp Faculty	04/01/2023	5/31/2023	600.00	E&G
School of Leadership & Prof Studies	Audrey Lynn Harper	MP PT Temp Faculty	04/01/2023	5/31/2023	600.00	E&G
Environment, Health & Safety	Robert H. Austin	MN FT Faculty - Temp PT	04/01/2023	5/31/2023	564.00	E&G

Meeting Date: August 11, 2023

Completed Faculty Stipend Actions Subject to Board Approval
Effective March 1, 2023 through April 30, 2023

Department	Name	Start Date	End Date	Amount	Source
School of Media	Angela Marie Jerome	3/1/2023	6/30/2023	3,000.00	E&G
School of Teacher Education	Daniel J. Super	3/1/2023	5/1/2023	2,500.00	E&G
School of Teacher Education	Ellen G Casale	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Nancy Franklin Hulan	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Pamela M. Jukes	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Debra Lynn Noffsinger	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Soyoung Park	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Anne Downing Patterson	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Jennifer Smith Sheffield	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	Leslee K Tarbett	3/1/2023	3/31/2023	500.00	E&G
School of Teacher Education	John Clayton Wright	3/1/2023	3/31/2023	500.00	E&G

Funding Source Codes:

E&G - Education and General

Grant - Grant Funded

Aux - Auxiliary

RD - Revenue Dependent

Split - Split between sources

FDN - Foundation

Salary Increase Codes:

ADDED - Added Duties

DEGRE - Degree

MKTEQ - Market Equity

MSGIN - Minimum Salary Grade Increase

REORG - Departmental Reorganization

OTHSI - Other Salary Increase

Action Definitions:

INITIAL APPOINTMENT - Used when an employee is added to payroll for the first time.

REAPPOINTMENT - Used when an employee comes to the end date of an appointment and is continued in the same position. Used only when there is no break in employment.

REHIRE - Used when an employee is rehired following a separation from WKU.

REHIRE OF A RETIREE - Used when a WKU retired employee is rehired.

ADDED DUTIES - Used when an employee receives a salary increase due to added responsibilities in their job but when their job is not reclassified.

DEGREE - Used when an employee receives a degree resulting in an increase to their base salary or payment of a lump sum.

MARKET/EQUITY INCREASE - Used when an employee receives a salary increase as the result of market or equity factors.

MSGIN - Used when an employee receives a salary increase in order to reach the range of the assigned salary grade.

OTHER SALARY INCREASE - Used when an employee receives a salary increase due to reasons not covered by other salary increase reason codes.

RECLASSIFICATION - Used when an employee's job title, salary grade and/or salary are changed as the result of a material increase in duties/responsibilities.

REORGANIZATION - Used when an employee receives a salary increase as the result of a departmental reorganization.

FISCAL YEAR SALARY INCREASE - Used when a salary increase is effective on July 1.

STATUS CHANGE - used when an employee changes part time/full time status or temporary/ongoing status.

TRANSFER - Used when an employee moves from one position to another position regardless of department and/or salary change.

STIPEND - Compensation that is in addition to base pay for a finite period and typically associated with increased job responsibilities

SALARY INCREASE SALCY - Used when a salary increase is effective January 1

FACULTY LOAD AND COMPENSATION - Part-time teaching assignments

Faculty One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Department of Marketing	Forbes, Lukas	Department Chair	3/31/2023	1,334.00	Overload	E&G
Department of Marketing	Forbes, Lukas	Department Chair	4/28/2023	1,334.00	Overload	E&G
MBA - Full Time	Forbes, Lukas	Department Chair	3/31/2023	2,400.00	Overload	E&G
MBA - Full Time	Forbes, Lukas	Department Chair	4/28/2023	2,400.00	Overload	E&G
GFCB - Dual Credit	Forbes, Lukas	Department Chair	4/28/2023	1,000.00	Supplemental Pay	RD
	Forbes, Lukas Total			8,468.00		
General Institutional Expenses	Alvarez, Fabian	Pedagogical Asst Prof	4/28/2023	1,000.00	Awards	E&G
English	Alvarez, Fabian	Pedagogical Asst Prof	3/31/2023	1,600.00	Overload	E&G
English	Alvarez, Fabian	Pedagogical Asst Prof	4/28/2023	1,600.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Alvarez, Fabian	Pedagogical Asst Prof	4/28/2023	2,500.00	Supplemental Pay	RD
	Alvarez, Fabian Total			6,700.00		
Communication	McClanahan, Jessica Marie	Instructor II	3/31/2023	1,000.00	Overload	E&G
Communication	McClanahan, Jessica Marie	Instructor II	4/28/2023	1,000.00	Overload	E&G
PCAL - Dual Credit	McClanahan, Jessica Marie	Instructor II	3/31/2023	2,000.00	Supplemental Pay	RD
PCAL - Dual Credit	McClanahan, Jessica Marie	Instructor II	4/28/2023	2,500.00	Supplemental Pay	RD
	McClanahan, Jessica Marie Total			6,500.00		
School-Engineering & Apl. Sciences	Abumuhfouz, Ismail	Instructor I	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Abumuhfouz, Ismail	Instructor I	4/28/2023	1,000.00	Overload	E&G
SEAS Endowed Salary Savings	Abumuhfouz, Ismail	Instructor I	4/28/2023	4,000.00	Supplemental Pay	E&G
	Abumuhfouz, Ismail Total			6,000.00		
MBA - Full Time	Civelek, Ismail	Professor	4/28/2023	4,800.00	Overload	E&G
MBA - Full Time	Civelek, Ismail	Professor	4/28/2023	1,000.00	Supplemental Pay	E&G
	Civelek, Ismail Total			5,800.00		
Mathematics	Jones, Michelle Sharmaine	Associate Professor	3/31/2023	500.00	Overload	E&G
Mathematics	Jones, Michelle Sharmaine	Associate Professor	4/28/2023	500.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Jones, Michelle Sharmaine	Associate Professor	4/28/2023	4,250.00	Supplemental Pay	RD
	Jones, Michelle Sharmaine Total			5,250.00		
MBA - Full Time	Lo, Yung Ling	Professor	3/31/2023	2,400.00	Overload	E&G
MBA - Full Time	Lo, Yung Ling	Professor	4/28/2023	2,800.00	Overload	E&G
	Lo, Yung Ling Total			5,200.00		
MBA - Full Time	Spiller, Michael Shane	Professor	3/31/2023	2,400.00	Overload	E&G
MBA - Full Time	Spiller, Michael Shane	Professor	4/28/2023	2,800.00	Overload	E&G
	Spiller, Michael Shane Total			5,200.00		
MBA - Full Time	Martin, Craig A.	Professor	4/28/2023	5,100.00	Overload	E&G
	Martin, Craig A. Total			5,100.00		
Management	Yates, Mariah Danielle	Assistant Professor	4/28/2023	5,000.00	Awards	FDN
	Yates, Mariah Danielle Total			5,000.00		
Analytics & Information Systems	Blankenship, Ray	Department Chair	3/31/2023	2,400.00	Overload	E&G
Analytics & Information Systems	Blankenship, Ray	Department Chair	4/28/2023	2,400.00	Overload	E&G
	Blankenship, Ray Total			4,800.00		
MBA - Full Time	Burt, Paula Wurth	Professor	3/31/2023	2,400.00	Overload	E&G
MBA - Full Time	Burt, Paula Wurth	Professor	4/28/2023	2,400.00	Overload	E&G
	Burt, Paula Wurth Total			4,800.00		
Analytics & Information Systems	Crews, Thaddeus Reed	Associate Professor	3/31/2023	2,400.00	Overload	E&G

Faculty One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Analytics & Information Systems	Crews, Thaddeus Reed	Associate Professor	4/28/2023	2,400.00	Overload	E&G
	Crews, Thaddeus Reed Total			4,800.00		
Analytics & Information Systems	Marston, Sean R.	Associate Professor	3/31/2023	2,400.00	Overload	E&G
Analytics & Information Systems	Marston, Sean R.	Associate Professor	4/28/2023	2,400.00	Overload	E&G
	Marston, Sean R. Total			4,800.00		
Ctr for Env. & Workplace Health	Taylor, Ritchie Don	Professor	3/31/2023	462.53	Consulting	Grant
Ctr for Env. & Workplace Health	Taylor, Ritchie Don	Professor	3/31/2023	462.53	Consulting	Grant
Ctr for Env. & Workplace Health	Taylor, Ritchie Don	Professor	4/28/2023	925.05	Consulting	Grant
Ctr for Env. & Workplace Health	Taylor, Ritchie Don	Professor	4/28/2023	462.53	Consulting	Grant
Public Health	Taylor, Ritchie Don	Professor	3/31/2023	1,850.10	Consulting	Grant
Public Health	Taylor, Ritchie Don	Professor	4/28/2023	462.53	Consulting	Grant
	Taylor, Ritchie Don Total			4,625.27		
Intl Pathway Student Success	Kambesis, Patricia N.	Instructor II	3/31/2023	2,133.33	Supplemental Pay	RD
Intl Pathway Student Success	Kambesis, Patricia N.	Instructor II	4/28/2023	2,133.33	Supplemental Pay	RD
	Kambesis, Patricia N. Total			4,266.66		
School-Engineering & Apl. Sciences	Haddad, Bashar Fayeze	Assistant Professor	3/31/2023	2,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Haddad, Bashar Fayeze	Assistant Professor	4/28/2023	2,000.00	Overload	E&G
	Haddad, Bashar Fayeze Total			4,000.00		
School-Engineering & Apl. Sciences	Khouryieh, Hanna A.	Professor	3/31/2023	2,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Khouryieh, Hanna A.	Professor	4/28/2023	2,000.00	Overload	E&G
	Khouryieh, Hanna A. Total			4,000.00		
Mathematics	Ayers, Robin Latrice	Instructor II	3/31/2023	1,000.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Ayers, Robin Latrice	Instructor II	4/28/2023	750.00	Supplemental Pay	RD
OCSE - Dual Credit	Ayers, Robin Latrice	Instructor II	4/28/2023	2,000.00	Supplemental Pay	RD
	Ayers, Robin Latrice Total			3,750.00		
Ctr -Innovative Teaching & Learning	Skipworth, Carnetta Charlotte	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
OCSE - Dual Credit	Skipworth, Carnetta Charlotte	Associate Professor	3/31/2023	1,000.00	Supplemental Pay	RD
OCSE - Dual Credit	Skipworth, Carnetta Charlotte	Associate Professor	4/28/2023	1,000.00	Supplemental Pay	RD
	Skipworth, Carnetta Charlotte Total			3,750.00		
Mahurin Honors College Fee	Stickle, Trini G	Associate Professor	3/31/2023	1,000.00	Overload	RD
Mahurin Honors College Fee	Stickle, Trini G	Associate Professor	4/28/2023	1,000.00	Overload	RD
Ctr -Innovative Teaching & Learning	Stickle, Trini G	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Stickle, Trini G Total			3,750.00		
School of Teacher Education	Tassell, Janet Lynne	Professor	3/31/2023	750.00	Overload	E&G
School of Teacher Education	Tassell, Janet Lynne	Professor	4/28/2023	750.00	Overload	E&G
School of Teacher Education	Tassell, Janet Lynne	Professor	3/31/2023	2,000.00	Supplemental Pay	E&G
	Tassell, Janet Lynne Total			3,500.00		
MBA - Full Time	Wilson, Dennis P.	Professor	3/31/2023	3,500.00	Overload	E&G
	Wilson, Dennis P. Total			3,500.00		
Intl Pathway Student Success	Logsdon, Jeremy Ray	Assistant Professor	3/31/2023	1,600.00	Supplemental Pay	RD
Intl Pathway Student Success	Logsdon, Jeremy Ray	Assistant Professor	4/28/2023	1,600.00	Supplemental Pay	RD
	Logsdon, Jeremy Ray Total			3,200.00		
CEBS - Contract	Roberts, Julia Link	Professor	3/31/2023	1,600.00	Supplemental Pay	RD
CEBS - Contract	Roberts, Julia Link	Professor	4/28/2023	1,600.00	Supplemental Pay	RD

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
	Roberts, Julia Link Total			3,200.00		
Intl Pathway Student Success	Schiess, Donna Kay	Instructor II	4/28/2023	1,600.00	Supplemental Pay	RD
Topper Orientation Program	Schiess, Donna Kay	Instructor II	3/31/2023	1,600.00	Supplemental Pay	E&G
	Schiess, Donna Kay Total			3,200.00		
English	Turley, Marya Lyn Davis	Instructor II	3/31/2023	1,600.00	Overload	E&G
English	Turley, Marya Lyn Davis	Instructor II	4/28/2023	1,600.00	Overload	E&G
	Turley, Marya Lyn Davis Total			3,200.00		
History	Olson, Alexander I	Associate Professor	3/31/2023	3,000.00	Supplemental Pay	E&G
	Olson, Alexander I Total			3,000.00		
School-Engineering & Apl. Sciences	Wilson, Stacy	Director	3/31/2023	1,500.00	Overload	E&G
School-Engineering & Apl. Sciences	Wilson, Stacy	Director	4/28/2023	1,500.00	Overload	E&G
	Wilson, Stacy Total			3,000.00		
Counseling and Student Affairs	Archer, Lester Adrian	Assistant Professor	3/31/2023	1,480.00	Overload	E&G
Counseling and Student Affairs	Archer, Lester Adrian	Assistant Professor	4/28/2023	1,480.00	Overload	E&G
	Archer, Lester Adrian Total			2,960.00		
Career & Workforce Development	Steelman, Patricia M.	Instructor	3/31/2023	340.00	Supplemental Pay	RD
Career & Workforce Development	Steelman, Patricia M.	Instructor	4/28/2023	1,190.00	Supplemental Pay	RD
Lifelong Learning	Steelman, Patricia M.	Instructor	3/31/2023	1,020.00	Supplemental Pay	RD
Lifelong Learning	Steelman, Patricia M.	Instructor	4/28/2023	340.00	Supplemental Pay	RD
	Steelman, Patricia M. Total			2,890.00		
Mathematics	Plumlee, Leslie Ford	Instructor II	3/31/2023	1,000.00	Overload	E&G
Mathematics	Plumlee, Leslie Ford	Instructor II	4/28/2023	1,000.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Plumlee, Leslie Ford	Instructor II	4/28/2023	750.00	Supplemental Pay	RD
	Plumlee, Leslie Ford Total			2,750.00		
Accounting	Bergner, Jason Marlin	Associate Professor	3/31/2023	1,334.00	Overload	E&G
Accounting	Bergner, Jason Marlin	Associate Professor	4/28/2023	1,334.00	Overload	E&G
	Bergner, Jason Marlin Total			2,668.00		
Analytics & Information Systems	Brownlee, Adam Patrick	Instructor I	3/31/2023	1,334.00	Overload	E&G
Analytics & Information Systems	Brownlee, Adam Patrick	Instructor I	4/28/2023	1,334.00	Overload	E&G
	Brownlee, Adam Patrick Total			2,668.00		
Accounting	Glass, Heather Lynne	Pedagogical Asst Professor	3/31/2023	1,334.00	Overload	E&G
Accounting	Glass, Heather Lynne	Pedagogical Asst Professor	4/28/2023	1,334.00	Overload	E&G
	Glass, Heather Lynne Total			2,668.00		
Accounting	Grant, Braden Geoffrey	Pedagogical Assistant Professor	3/31/2023	1,334.00	Overload	E&G
Accounting	Grant, Braden Geoffrey	Pedagogical Assistant Professor	4/28/2023	1,334.00	Overload	E&G
	Grant, Braden Geoffrey Total			2,668.00		
Management	Liang, Feng Helen	Associate Professor	3/31/2023	1,334.00	Overload	E&G
Management	Liang, Feng Helen	Associate Professor	4/28/2023	1,334.00	Overload	E&G
	Liang, Feng Helen Total			2,668.00		
Communication	Adkins, Emily Jo	Instructor I	3/31/2023	1,333.00	Overload	E&G
Communication	Adkins, Emily Jo	Instructor I	4/28/2023	1,334.00	Overload	E&G
	Adkins, Emily Jo Total			2,667.00		
Ctr -Innovative Teaching & Learning	Burke, Monica Galloway	Professor	4/28/2023	2,500.00	Supplemental Pay	RD
	Burke, Monica Galloway Total			2,500.00		

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Ctr -Innovative Teaching & Learning	Fortune, Nicholas Charles	Assistant Professor	4/28/2023	2,500.00	Supplemental Pay	RD
	Fortune, Nicholas Charles Total			2,500.00		
Ctr -Innovative Teaching & Learning	Green, Kimberly Jones	Department Chair	4/28/2023	2,500.00	Supplemental Pay	RD
	Green, Kimberly Jones Total			2,500.00		
Ctr -Innovative Teaching & Learning	Mallinger, Gayle Marcus	Associate Professor	4/28/2023	2,500.00	Supplemental Pay	RD
	Mallinger, Gayle Marcus Total			2,500.00		
MBA - Full Time	Zhuhadar, Lily Popova	Associate Professor	3/31/2023	2,400.00	Overload	E&G
	Zhuhadar, Lily Popova Total			2,400.00		
Mathematics	Billingsley, Erica Cole	Instructor II	3/31/2023	500.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Billingsley, Erica Cole	Instructor II	4/28/2023	1,750.00	Supplemental Pay	RD
	Billingsley, Erica Cole Total			2,250.00		
Mathematics	Jackson, Michelle A.	Associate Professor	3/31/2023	500.00	Overload	E&G
Ctr -Innovative Teaching & Learning	Jackson, Michelle A.	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Jackson, Michelle A. Total			2,250.00		
School of Media	Adams, Jonathan Daniel	Visiting Prof-in-Residence	3/31/2023	1,000.00	Overload	E&G
School of Media	Adams, Jonathan Daniel	Visiting Prof-in-Residence	4/28/2023	1,000.00	Overload	E&G
	Adams, Jonathan Daniel Total			2,000.00		
School-Engineering & Apl. Sciences	Arbuckle, Gregory Keith	Professor	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Arbuckle, Gregory Keith	Professor	4/28/2023	1,000.00	Overload	E&G
	Arbuckle, Gregory Keith Total			2,000.00		
School-Engineering & Apl. Sciences	Cambron, Mark Edward	Professor	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Cambron, Mark Edward	Professor	4/28/2023	1,000.00	Overload	E&G
	Cambron, Mark Edward Total			2,000.00		
School-Engineering & Apl. Sciences	Chidurala, Manohar	Instructor I	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Chidurala, Manohar	Instructor I	4/28/2023	1,000.00	Overload	E&G
	Chidurala, Manohar Total			2,000.00		
Ed Leadership Doctoral Program	Day, Martha M.	Professor	3/31/2023	1,000.00	Overload	E&G
Ed Leadership Doctoral Program	Day, Martha M.	Professor	4/28/2023	1,000.00	Overload	E&G
	Day, Martha M. Total			2,000.00		
PCAL - Dual Credit	Elder, Charlotte Ann	Instructor II	3/31/2023	1,000.00	Supplemental Pay	RD
PCAL - Dual Credit	Elder, Charlotte Ann	Instructor II	4/28/2023	1,000.00	Supplemental Pay	RD
	Elder, Charlotte Ann Total			2,000.00		
School of Media	Elliott, Brian David	Assistant Professor	3/31/2023	1,000.00	Overload	E&G
School of Media	Elliott, Brian David	Assistant Professor	4/28/2023	1,000.00	Overload	E&G
	Elliott, Brian David Total			2,000.00		
Communication	Hughes, Gary Kent	Senior Instructor	3/31/2023	1,000.00	Overload	E&G
Communication	Hughes, Gary Kent	Senior Instructor	4/28/2023	1,000.00	Overload	E&G
	Hughes, Gary Kent Total			2,000.00		
Sociology & Criminology	Kanan, James W.	Associate Professor	3/31/2023	1,000.00	Overload	E&G
Sociology & Criminology	Kanan, James W.	Associate Professor	4/28/2023	1,000.00	Overload	E&G
	Kanan, James W. Total			2,000.00		
School-Engineering & Apl. Sciences	Li, Qi	Professor	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Li, Qi	Professor	4/28/2023	1,000.00	Overload	E&G
	Li, Qi Total			2,000.00		

Faculty One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Sociology & Criminology	Lovell, Donielle M.	Associate Professor	3/31/2023	1,000.00	Overload	E&G
Sociology & Criminology	Lovell, Donielle M.	Associate Professor	4/28/2023	1,000.00	Overload	E&G
	Lovell, Donielle M. Total			2,000.00		
New Teacher Academy	Margarella, Erin Elizabeth	Associate Professor	4/28/2023	2,000.00	Consulting	E&G
	Margarella, Erin Elizabeth Total			2,000.00		
Biology	Marquardt, Joseph R.	Assistant Professor	3/31/2023	1,000.00	Overload	E&G
Biology	Marquardt, Joseph R.	Assistant Professor	4/28/2023	1,000.00	Overload	E&G
	Marquardt, Joseph R. Total			2,000.00		
School-Engineering & Apl. Sciences	Mowafi, Yaser Abdallah	Assistant Professor	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Mowafi, Yaser Abdallah	Assistant Professor	4/28/2023	1,000.00	Overload	E&G
	Mowafi, Yaser Abdallah Total			2,000.00		
School of Media	Pennington, Bradley Lucas	Associate Professor	3/31/2023	1,000.00	Overload	E&G
School of Media	Pennington, Bradley Lucas	Associate Professor	4/28/2023	1,000.00	Overload	E&G
	Pennington, Bradley Lucas Total			2,000.00		
Mahurin Honors College Fee	Perry, Will Robert	Pedagogical Asst Professor	3/31/2023	1,000.00	Overload	RD
School of Leadership & Prof Studies	Perry, Will Robert	Pedagogical Asst Professor	4/28/2023	1,000.00	Overload	E&G
	Perry, Will Robert Total			2,000.00		
School-Engineering & Apl. Sciences	Reaka, Bryan	Associate Professor	3/31/2023	1,000.00	Overload	E&G
School-Engineering & Apl. Sciences	Reaka, Bryan	Associate Professor	4/28/2023	1,000.00	Overload	E&G
	Reaka, Bryan Total			2,000.00		
Public Health	Sanyang, Edrisa	Assistant Professor	3/31/2023	1,000.00	Overload	E&G
Public Health	Sanyang, Edrisa	Assistant Professor	4/28/2023	1,000.00	Overload	E&G
	Sanyang, Edrisa Total			2,000.00		
Public Health	Shoemaker, Angel Nichole	Instructor I	4/28/2023	2,000.00	Overload	E&G
	Shoemaker, Angel Nichole Total			2,000.00		
New Teacher Academy	Stobaugh, Rebecca R.	Professor	3/31/2023	2,000.00	Consulting	E&G
	Stobaugh, Rebecca R. Total			2,000.00		
Sociology & Criminology	Winters, Dawn Marie	Director	3/31/2023	1,000.00	Overload	E&G
Sociology & Criminology	Winters, Dawn Marie	Director	4/28/2023	1,000.00	Overload	E&G
	Winters, Dawn Marie Total			2,000.00		
Ctr -Innovative Teaching & Learning	Berry, Elisa Leah	Pedagogical Asst Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Berry, Elisa Leah Total			1,750.00		
Ctr -Innovative Teaching & Learning	Brockman, Janice Dianne	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Brockman, Janice Dianne Total			1,750.00		
Ctr -Innovative Teaching & Learning	Doss, Selena Sanderfer	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Doss, Selena Sanderfer Total			1,750.00		
Ctr -Innovative Teaching & Learning	Eagle, Marc V.	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Eagle, Marc V. Total			1,750.00		
Ctr -Innovative Teaching & Learning	Edwards, Sarah Jane	Instructor II	4/28/2023	1,750.00	Supplemental Pay	RD
	Edwards, Sarah Jane Total			1,750.00		
Ctr -Innovative Teaching & Learning	Emanuel, Lee D.	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Emanuel, Lee D. Total			1,750.00		
Ctr -Innovative Teaching & Learning	Jaggers, Patricia A.	Associate Professor	4/28/2023	1,750.00	Supplemental Pay	RD
	Jaggers, Patricia A. Total			1,750.00		

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
School of Teacher Education	Fluhler, Sally Kathyne	Assistant Professor	3/31/2023	750.00	Overload	E&G
School of Teacher Education	Fluhler, Sally Kathyne	Assistant Professor	4/28/2023	750.00	Overload	E&G
	Fluhler, Sally Kathyne Total			1,500.00		
School of Teacher Education	Huss, Jeanine M.	Professor	3/31/2023	750.00	Overload	E&G
School of Teacher Education	Huss, Jeanine M.	Professor	4/28/2023	750.00	Overload	E&G
	Huss, Jeanine M. Total			1,500.00		
School of Teacher Education	Jukes, Pamela M.	Professor	4/28/2023	1,500.00	Overload	E&G
	Jukes, Pamela M. Total			1,500.00		
School of Teacher Education	Noel, Christina Roantree	Associate Professor	4/28/2023	1,500.00	Overload	E&G
	Noel, Christina Roantree Total			1,500.00		
School of Teacher Education	Torelli, Jessica Nicole	Assistant Professor	3/31/2023	750.00	Overload	E&G
School of Teacher Education	Torelli, Jessica Nicole	Assistant Professor	4/28/2023	750.00	Overload	E&G
	Torelli, Jessica Nicole Total			1,500.00		
PCAL - Dual Credit	Vandermolen, Yerty Marcela	Instructor II	4/28/2023	1,500.00	Supplemental Pay	RD
	Vandermolen, Yerty Marcela Total			1,500.00		
Career & Workforce Development	Hughey, Aaron Wilson	Professor	4/28/2023	1,360.00	Supplemental Pay	RD
	Hughey, Aaron Wilson Total			1,360.00		
Communication	Catlett, Michael Craig	Instructor I	3/31/2023	667.00	Overload	E&G
Communication	Catlett, Michael Craig	Instructor I	4/28/2023	667.00	Overload	E&G
	Catlett, Michael Craig Total			1,334.00		
Communication	Jordan, Guy D.	Associate Professor	3/31/2023	667.00	Overload	E&G
Communication	Jordan, Guy D.	Associate Professor	4/28/2023	667.00	Overload	E&G
	Jordan, Guy D. Total			1,334.00		
Political Science	Brake, Nicholas L.	Assistant Professor	3/31/2023	500.00	Overload	E&G
Political Science	Brake, Nicholas L.	Assistant Professor	4/28/2023	500.00	Overload	E&G
	Brake, Nicholas L. Total			1,000.00		
CEBS - Dual Credit	Ghezal, Said	Associate Professor	3/31/2023	1,000.00	Supplemental Pay	RD
	Ghezal, Said Total			1,000.00		
CEBS - Dual Credit	Mills, Wren Allen	Pedagogical Asst Professor	4/28/2023	1,000.00	Supplemental Pay	RD
	Mills, Wren Allen Total			1,000.00		
English	Rice, Jeffrey A.	Associate Professor	3/31/2023	500.00	Overload	E&G
English	Rice, Jeffrey A.	Associate Professor	4/28/2023	500.00	Overload	E&G
	Rice, Jeffrey A. Total			1,000.00		
Accounting	Ross, Mark T.	Department Chair	4/28/2023	1,000.00	Overload	FDN
	Ross, Mark T. Total			1,000.00		
School of Media	Thomason, Sara Ruth Corkern	Assistant Professor	3/31/2023	1,000.00	Overload	E&G
	Thomason, Sara Ruth Corkern Total			1,000.00		
Ctr for Env. & Workplace Health	Basham, Jacqueline Royce	Instructor I	4/28/2023	481.95	Consulting	Grant
Ctr for Env. & Workplace Health	Basham, Jacqueline Royce	Instructor I	4/28/2023	481.95	Consulting	Grant
	Basham, Jacqueline Royce Total			963.90		
Counseling and Student Affairs	Mason, Cynthia Palmer	Professor	3/31/2023	480.00	Overload	E&G
Counseling and Student Affairs	Mason, Cynthia Palmer	Professor	4/28/2023	480.00	Overload	E&G
	Mason, Cynthia Palmer Total			960.00		
Clinical Education Complex (CEC)	Wright, John Clayton	Assistant Professor	4/28/2023	855.50	Consulting	Grant

Faculty One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
	Wright, John Clayton Total			855.50		
Ctr -Innovative Teaching & Learning	Brown, Katherine Elizabeth	Assistant Professor	4/28/2023	750.00	Supplemental Pay	RD
	Brown, Katherine Elizabeth Total			750.00		
Ctr -Innovative Teaching & Learning	Dietle, Robert L.	Associate Professor	4/28/2023	750.00	Supplemental Pay	RD
	Dietle, Robert L. Total			750.00		
Ctr -Innovative Teaching & Learning	Hanley, Jennifer A.	Pedagogical Professor	4/28/2023	750.00	Supplemental Pay	RD
	Hanley, Jennifer A. Total			750.00		
Ctr -Innovative Teaching & Learning	McDaniel, Kerrie Lynn	Pedagogical Asse Professor	4/28/2023	750.00	Supplemental Pay	RD
	McDaniel, Kerrie Lynn Total			750.00		
Ctr -Innovative Teaching & Learning	Miner, Jeffrey David	Associate Professor	4/28/2023	750.00	Supplemental Pay	RD
	Miner, Jeffrey David Total			750.00		
Ctr -Innovative Teaching & Learning	Mountjoy, Natalie Jeanne Jones	Pedagogical Asst Professor	4/28/2023	750.00	Supplemental Pay	RD
	Mountjoy, Natalie Jeanne Jones Total			750.00		
Kentucky Museum	Petkus, Yvonne	Professor	3/31/2023	400.00	Awards	E&G
	Petkus, Yvonne Total			400.00		
Kentucky Museum	Flener, Sheila S.	Instructor II	3/31/2023	200.00	Awards	E&G
	Flener, Sheila S. Total			200.00		
Lifelong Learning	Griffiths, Austin Garrett	Assistant Professor	4/28/2023	200.00	Supplemental Pay	RD
	Griffiths, Austin Garrett Total			200.00		
Kentucky Museum	DeLancey, Laura M.	Department Chair	3/31/2023	150.00	Awards	E&G
	DeLancey, Laura M. Total			150.00		
Kentucky Museum	Strange, Harold Gregory	Instructor I	3/31/2023	150.00	Awards	E&G
	Strange, Harold Gregory Total			150.00		
Lifelong Learning	Harper, Whitney R	Associate Professor	3/31/2023	100.00	Supplemental Pay	RD
	Harper, Whitney R Total			100.00		
Kentucky Museum	Nichols, Leslie Erin	MP PT Temp Faculty	3/31/2023	100.00	Awards	E&G
	Nichols, Leslie Erin Total			100.00		
	Grand Total			255,724.33		

*** Funding Source Codes:**

E&G - Education and General

Grant - Grant Funded

Aux - Auxiliary

RD - Revenue Dependent

Split - Funding is split between sources

FDN - Foundation

Completed Staff Personnel Actions Subject to Board Approval
Effective March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Current Rate/Salary	Proposed Rate/Salary	Type Action	Funding Source
Men's Basketball	Steven Edward Lutz	Head Athletic Coach	03/22/2023		650,000.00	Initial Appointment	E&G
Men's Football	Jamar Antwon Chaney	Assistant Coach	03/20/2023		115,000.00	Initial Appointment	E&G
Men's Basketball	Vincent Henry Plona	Assistant Coach	04/28/2023		100,000.08	Initial Appointment	E&G
Men's Football	Davis Albritton Merritt	Assistant Coach	03/09/2023		95,000.00	Initial Appointment	E&G
Men's Basketball	Timothy Charles MacAllister	Assistant Coach	04/11/2023		80,000.00	Initial Appointment	E&G
Men's Football	Carson Perry Hall	Assistant Coach	03/02/2023		80,000.00	Initial Appointment	E&G
Housing & Residence Life	Gary S. Bickett	Analyst, ESE Budget & Financials	04/03/2023		65,000.00	Initial Appointment	Aux
College of Ed & Behavioral Science	Lucas Prewitt Green	Data Specialist	03/20/2023		62,508.00	Initial Appointment	E&G
Educational Enhancement Programs	Katie Lovenia Rainge-Briggs	Director, Upward Bound	03/01/2023		62,000.00	Initial Appointment	Grant
Kentucky Climate Center - POD	Shane Charlton Holinde	Manager, Outreach	03/06/2023		54,000.00	Initial Appointment	E&G
Communication Sciences & Disorders	Mary Elizabeth Hollowell	Director, Clinical Externships	03/06/2023		52,000.00	Initial Appointment	E&G
Men's Basketball	Isaiah Brooks-Sena	Assistant Director, MBB Video/Scouting	04/11/2023		50,000.00	Initial Appointment	E&G
Men's Football	Darius Devon Holland	Asst. Strength & Cond. Coach	04/18/2023		50,000.00	Initial Appointment	E&G
Educational Television Services	Ian Tyler Pierce	Broadcast Facility Engineer	04/17/2023		42,360.00	Initial Appointment	Grant
Educational Enhancement Programs	Kendra Monique Unseld	Academic Coordinator	03/20/2023		40,706.00	Initial Appointment	Grant
Kentucky Museum	Reagan Elizabeth Petty	Assistant Curator	03/01/2023		40,306.50	Initial Appointment	E&G
Facilities Management	Kenneth Allen McDermott	Zone Maintenance Tech I	04/17/2023		39,000.00	Initial Appointment	Aux
South Central AHEC	Jennifer Kaye Wilson	Specialist, Health Careers and Education (Elizabethtown)	03/20/2023		39,000.00	Initial Appointment	Grant
School of Teacher Education	Heidi Smith Fortenberry	Office Coordinator	03/20/2023		35,002.50	Initial Appointment	E&G
Procurement Services	Jennifer A Palmer	Office Coordinator	03/27/2023		32,175.00	Initial Appointment	E&G
Housing & Residence Life	Jessica Renee Allen	Residence Hall Director	03/13/2023		30,096.00	Initial Appointment	Aux
Housing & Residence Life	Linda Nutgrass Cantrell	Housing Assistant	03/20/2023		28,080.00	Initial Appointment	Aux
Engineering & Applied Sciences	Landon Marcum Owens	Research Engineer	04/01/2023	62,000.00	62,000.00	Reappointment	Split
Engineering & Applied Sciences	Arunabha Banerjee	Post-Doctoral Research Assoc	04/01/2023	44,000.00	44,000.00	Reappointment	Split
Engineering & Applied Sciences	Bharat Kumar Pathivada	Post-Doctoral Research Assoc.	03/01/2023	44,000.00	44,000.00	Reappointment	Grant
Child Care	Christy Lashelle Rogers	Teacher	04/01/2023	32,868.00	32,868.00	Reappointment	RD
Child Care	Myriam Monae Gray	Teacher II	04/01/2023	31,200.00	31,200.00	Reappointment	RD
Child Care	Taylor Marie Norris	Teacher	04/01/2023	31,102.50	31,102.50	Reappointment	RD
Child Care	Sanja Berec	Teacher	04/01/2023	30,521.00	30,521.00	Reappointment	RD
Child Care	Alicia Fawn Brosnan	Teacher	04/01/2023	29,535.00	29,535.00	Reappointment	RD
Child Care	Misela Bulut	Teacher	04/01/2023	25,728.00	25,728.00	Reappointment	RD
HAF Reimburse	Aaron David Epstein	Senior Associate Athletic Director of Development/Major Gifts	04/17/2023		110,000.00	Rehire	E&G
Infrastructure & Ops - AVS	Nathan Dudley Digges-Elliott	Manager, AV Operations	04/06/2023		60,485.00	Rehire	E&G
Knically Conference Center	Candi Kay Boehmer	Manager, Conference Operations	03/06/2023		47,500.00	Rehire	RD
Tech Support Serv-Endpoint Services	Alex Haley Cook	Endpoint Support Consultant	03/13/2023		46,507.50	Rehire	E&G
Admissions Office	Aimee Kristin Bettersworth	Specialist, CRM Operations	03/08/2023		45,006.00	Rehire	E&G
Facilities Management	Brett Layne Darrel Duncan	Zone Maintenance Tech I	03/27/2023		39,000.00	Rehire	Aux
Folk Studies & Anthropology	Camille Maria Acosta	Folklife Specialist	03/27/2023		38,571.00	Rehire	E&G
WKU - E-town/Fort Knox	Erica Nicole Crawford	Academic Advisor and MP Coordinator	03/08/2023		38,004.00	Rehire	E&G

Completed Staff Personnel Actions Subject to Board Approval
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Department	Employee	Title	Effective Date	Current Rate/Salary	Proposed Rate/Salary	Type Action	Funding Source
Athletics	Kathryn Downing Smith	Associate Athletic Director, Development and Ticket Sales	04/01/2023	49,694.40	72,000.00	Reclassification	E&G
Athletics	Larry Christopher Lynn	Assistant Director, Development	04/01/2023	72,471.00	45,000.00	Reclassification	E&G
Educational Television Services	Robin W. McCubbins	Operations Coordinator	04/01/2023		44,114.89	Status Change: PT to FT	Grant
Advancement Services	Sarah Elizabeth Webb	Specialist, Philanthropy and Alumni Data	03/06/2023		38,000.00	Status Change: PT to FT	E&G
Police	Daniel Allen Minton	Shift Commander (Sgt)	03/01/2023	58,215.46	73,797.71	Transfer	E&G
Infrastructure & Ops - Network	Houston T Hix	Network Specialist	04/01/2023	60,485.00	60,485.00	Transfer	E&G
Police	Kyle Richard Skinner	Shift Commander (Sgt)	03/01/2023	47,112.00	60,070.24	Transfer	E&G
Educational Television Services	Joshua Michael Niedwick	Production Manager	03/01/2023	52,804.66	57,190.85	Transfer	Grant
Academic Affairs & Provost's Office	Toni Marie Burnham	Executive Administrative Assistant, Office of the Provost	04/10/2023	41,242.50	52,006.50	Transfer	E&G
Educational Television Services	Elijah B Smith	Producer/Director	02/01/2023	42,350.40	44,896.32	Transfer	Grant
Parking Services	Tawana Dalene Ackzien	Parking Operations Specialist	04/11/2023	39,882.00	43,870.20	Temporary Rate Increase Begin	Split
Parking Services	Tawana Dalene Ackzien	Parking Operations Specialist	07/15/2023	43,870.20	39,882.00	Temporary Rate Increase End	Split
Social Work	Bailey A Cooke	Office Associate	03/27/2023	27,007.50	33,150.00	Temporary Rate Increase Begin	E&G
Social Work	Bailey A Cooke	Office Associate	06/30/2023	33,150.00	27,007.50	Temporary Rate Increase End	E&G
Parking Services	Alan Wade Cropper	Parking Field Technician	04/11/2023	25,759.50	28,333.50	Temporary Rate Increase Begin	RD
Parking Services	Alan Wade Cropper	Parking Field Technician	05/05/2023	28,333.50	25,759.50	Temporary Rate Increase End	RD
Office of Asst. VP - Bdgt, Fin & An	Renaldo Neal Domoney	Asst VP, Bdgt Fin & Analytics	04/01/2023	129,413.52	163,900.00	Salary Increase MKTEQ	E&G
Police	Mitchell Lee Walker	Chief of Police	03/01/2023	97,834.00	102,464.00	Salary Increase MKTEQ	E&G
Police	Edwin Quentin Hughes	Deputy Chief	03/01/2023	76,210.00	83,088.25	Salary Increase MKTEQ	E&G
Police	Ryan Michael Petty	Patrol Commander (Captain)	03/01/2023	75,508.75	80,138.75	Salary Increase MKTEQ	E&G
Police	Justin Ryan Kurt Taylor	Shift Commander (Sgt)	03/01/2023	70,540.84	75,170.45	Salary Increase MKTEQ	E&G
Instructional Design	Juliana Kloss Martins Ortolani	Senior Instructional Designer	01/01/2023	70,092.00	75,000.00	Salary Increase MKTEQ	RD
Instructional Design	Hannah Elizabeth Digges Elliott	Senior Instructional Designer	01/01/2023	66,516.00	70,920.00	Salary Increase MKTEQ	RD
Police	Brandon Patrick Miller	Police Officer	03/01/2023	63,613.00	69,322.44	Salary Increase MKTEQ	E&G
Police	Terry Paul Burden	Captain	03/01/2023	64,001.60	68,625.50	Salary Increase MKTEQ	E&G
Police	Scott M. Harmon	Sergeant	03/01/2023	63,676.72	68,306.72	Salary Increase MKTEQ	E&G
Police	Brandon Thomas Humphries	Police Officer	03/01/2023	61,453.95	66,083.95	Salary Increase MKTEQ	E&G
Police	Bryan Dale Jones	Shift Commander (Sgt)	03/01/2023	59,558.50	64,188.48	Salary Increase MKTEQ	E&G
Instructional Design	Alicia Michele Pennington	Instructional Designer II	01/01/2023	59,268.00	63,000.00	Salary Increase MKTEQ	RD
Police	Dustin M. Lee	Corporal	03/01/2023	51,729.60	56,368.48	Salary Increase MKTEQ	E&G
Police	John Anthony Wallen	Police Officer	03/01/2023	49,587.20	54,209.48	Salary Increase MKTEQ	E&G
Police	Melissa Gayle Bailey	Police Officer	03/01/2023	48,505.60	53,129.99	Salary Increase MKTEQ	E&G
Police	Charles Daniel Casey	Police Officer	03/01/2023	48,505.60	53,129.99	Salary Increase MKTEQ	E&G
Police	Jonathan Dudley Harris	Police Officer	03/01/2023	47,424.00	52,050.49	Salary Increase MKTEQ	E&G
Tech Support Serv - Acad Field Serv	Keanan Rice Stewart	Information Tech Consultant	04/01/2023	45,821.76	51,000.00	Salary Increase MKTEQ	E&G
Police	Stephen Lynn Woods	Police Officer	03/01/2023	47,424.00	49,891.50	Salary Increase MKTEQ	E&G

Completed Staff Personnel Actions Subject to Board Approval
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Department	Employee	Title	Effective Date	Current Rate/Salary	Proposed Rate/Salary	Type Action	Funding Source
Human Resources	Brittany Reber Wafford	Specialist, HRIS	03/01/2023	46,597.68	47,063.66	Salary Increase MKTEQ	E&G
Human Resources	Erin Christine Heil	Specialist, Benefits	03/01/2023	46,128.48	46,589.76	Salary Increase MKTEQ	E&G
Police	Catherine Elizabeth Arnold	Police Officer	03/01/2023	41,267.20	45,344.00	Salary Increase MKTEQ	E&G
Human Resources	Kathleen Michaela Daniel	Specialist, Human Resources	03/01/2023	40,800.00	42,800.00	Salary Increase MKTEQ	E&G
Human Resources	Candace Elaine Petty	Coordinator, Benefit Accounts	03/01/2023	36,348.00	37,440.00	Salary Increase MKTEQ	E&G
Training/Technical Assistance Svcs	Heather Renee Sawyer	Program Coordinator	04/10/2023	33,988.50	36,075.00	Salary Increase MKTEQ	RD
Police	Edwin Quentin Hughes	Deputy Chief	04/06/2023	83,088.25	85,336.51	Salary Increase OTHSI	E&G
Police	Terry Paul Burden	Captain	04/13/2023	68,625.50	70,270.25	Salary Increase OTHSI	E&G
Police	Bryan Dale Jones	Shift Commander (Sgt)	04/25/2023	64,188.48	65,561.23	Salary Increase OTHSI	E&G
Police	Dustin M. Lee	Corporal	04/13/2023	56,368.48	57,447.98	Salary Increase OTHSI	E&G
Police	Stephen Lynn Woods	Police Officer	03/15/2023	49,891.50	50,970.99	Salary Increase OTHSI	E&G
Police	Yvonne Decarla Sydnor	Communications Officer	04/16/2023	36,108.80	37,612.50	Salary Increase OTHSI	E&G
Police	Melissa Kaye Causey	Communications Officer	04/19/2023	31,595.20	33,099.00	Salary Increase OTHSI	E&G
Police	Lily R Trombly	Communications Officer	04/19/2023	30,513.60	31,977.00	Salary Increase OTHSI	E&G

Meeting Date: August 11, 2023

Completed Part-Time Staff Personnel Actions Subject to Board Approval
Effective March 1, 2023 through April 30, 2023

Department	Name	Title	Effective Date	Current Rate	Proposed Rate	Type Action	Funding Source
Parking Services	Melissa Ann Richardson	Parking Special Events Asst.	04/10/2023		13.13	Initial Appointment	RD
Child Care	Victoria My Va Bui	Teacher Aide	04/01/2023	11.00	11.00	Reappointment	Grant
Folk Studies & Anthropology	Delainey Morgan Bowers	Editor	03/20/2023		14.75	Rehire	Grant
Potter College of Arts & Letters	Marcia Lynn Sanders	Office Coordinator	04/01/2023		18.00	Status Change: Temp to Reg	E&G
WKU-E-town/Fort Knox	Sondra Tracey Brown	PT Campus Asst/Facilitator	03/25/2023	11.00	12.24	Salary Increase MKTEQ	E&G

Funding Source Codes:

E&G - Education and General

Grant - Grant Funded

Aux - Auxiliary

RD - Revenue Dependent

Split - Split between sources

FDN - Foundation

Salary Increase Codes:

ADDED - Added Duties

DEGRE - Degree

MKTEQ - Market Equity

MSGIN - Minimum Salary Grade Increase

REORG - Departmental Reorganization

OTHSI - Other Salary Increase

Action Definitions:

INITIAL APPOINTMENT - Used when an employee is added to payroll for the first time.

SECONDARY APPOINTMENT - Used when a PT employee who already has a primary assignment accepts an additional PT assignment.

REAPPOINTMENT - Used when an employee comes to the end date of an appointment and is continued in the same position. Used only when there is no break in employment.

REHIRE - Used when an employee is rehired following a separation from WKU.

REHIRE OF A RETIREE - Used when a WKU retired employee is rehired.

ADDED DUTIES - Used when an employee receives a salary increase due to added responsibilities in their job but when their job is not reclassified.

DEGREE - Used when an employee receives a degree resulting in an increase to their base salary or payment of a lump sum.

MARKET/EQUITY INCREASE - Used when employee receives a salary increase as the result of market or equity factors.

MSGIN - Used when an employee receives a salary increase in order to reach the range of the assigned salary grade.

OTHER SALARY INCREASE - Used when an employee receives a salary increase due to reasons not covered by other salary increase reason codes.

RECLASSIFICATION - Used when an employee's job title, salary grade and/or salary are changed as the result of a material increase in duties/responsibilities.

REORGANIZATION - Used when an employee receives a salary increase as the result of a departmental reorganization.

FISCAL YEAR SALARY INCREASE - Used when a salary increase is effective on July 1.

STATUS CHANGE - used when an employee changes part time/full time status or temporary/ongoing status.

TRANSFER - Used when an employee moves from one position to another position regardless of department and/or salary change.

STIPEND - Compensation that is in addition to base pay for a finite period and typically associated with increased job responsibilities

Meeting Date: August 11, 2023

Completed Staff Stipend Actions Subject to Board Approval
Effective March 1, 2023 through April 30, 2023

Department	Name	Start Date	End Date	Amount	Source
Men's Football	Carson Perry Hall	4/1/2023	6/30/2023	6,000.00	E&G
Men's Football	Davis Albritton Merritt	4/1/2023	6/30/2023	6,000.00	E&G
Men's Football	Micheal Curtis Spurlock	3/1/2023	6/30/2023	6,000.00	E&G
Housing & Residence Life	Robert Solon Kelley	3/1/2023	3/31/2023	1,400.00	Aux

Staff One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
WWHR Student Radio Station	Watson, Alana Malessia	Reporter/Producer	4/28/2023	6,000.00	Supplemental Pay	E&G
	Watson, Alana Malessia Total			6,000.00		
Management	Cosby, Dana Mischelle	Associate Dean	3/31/2023	2,668.00	Overload	E&G
Management	Cosby, Dana Mischelle	Associate Dean	4/28/2023	2,668.00	Overload	E&G
	Cosby, Dana Mischelle Total			5,336.00		
Intl Pathway Student Success	Meredith, Rita Rose	Academic Coordinator	3/31/2023	2,666.00	Supplemental Pay	RD
Intl Pathway Student Success	Meredith, Rita Rose	Academic Coordinator	4/28/2023	2,666.00	Supplemental Pay	RD
	Meredith, Rita Rose Total			5,332.00		
Men's Football	Brown, Justin Hendrix	Asst. Dir, Player Engagement	3/31/2023	4,500.00	Supplemental Pay	E&G
	Brown, Justin Hendrix Total			4,500.00		
Men's Football	Lankford, Zachary Gene	Assistant Coach	3/31/2023	4,500.00	Supplemental Pay	E&G
	Lankford, Zachary Gene Total			4,500.00		
Men's Football	LaRussa, Andrew Clayton	Assistant Coach	3/31/2023	4,500.00	Supplemental Pay	E&G
	LaRussa, Andrew Clayton Total			4,500.00		
HAF Reimburse	Smith, Kathryn Downing	Associate Athletic Director, Development	3/31/2023	4,500.00	Supplemental Pay	E&G
	Smith, Kathryn Downing Total			4,500.00		
Men's Football	Summers, Tyson Jacob	Assistant Coach	3/31/2023	4,500.00	Supplemental Pay	E&G
	Summers, Tyson Jacob Total			4,500.00		
Men's Football	Uhlenhopp, Nicholas N.	Director, Football Operations	3/31/2023	4,500.00	Supplemental Pay	E&G
	Uhlenhopp, Nicholas N. Total			4,500.00		
Men's Football	Veltkamp, Jason Lee	Head Strength/Cond Coach Ftbl	3/31/2023	4,500.00	Supplemental Pay	E&G
	Veltkamp, Jason Lee Total			4,500.00		
Environment, Health & Safety	Tomlin, Laura Lee	Assistant Director, EH&S	3/31/2023	4,496.00	Supplemental Pay	Grant
	Tomlin, Laura Lee Total			4,496.00		
Women's Volleyball	Bere, Craig Douglas	Assistant Coach	3/31/2023	4,230.00	Supplemental Pay	E&G
	Bere, Craig Douglas Total			4,230.00		
Environment, Health & Safety	Oglesby, Jonathan Le Mar	Mgr, Lab Sfty & Enviro Comp	3/31/2023	4,135.00	Supplemental Pay	Grant
	Oglesby, Jonathan Le Mar Total			4,135.00		
Athletic Media Relations	Brown, Dana C	Asst. Director, Comm/SA Intvs	4/28/2023	4,000.00	Supplemental Pay	E&G
	Brown, Dana C Total			4,000.00		
Athletic Media Relations	Roper, Tyler Grant	Asst Dir, Athl Com/Media Rltns	3/31/2023	1,000.00	Supplemental Pay	E&G
Athletic Media Relations	Roper, Tyler Grant	Asst Dir, Athl Com/Media Rltns	4/28/2023	2,500.00	Supplemental Pay	E&G
	Roper, Tyler Grant Total			3,500.00		
CEBS - Contract	Breedlove, Lynette	Director	3/31/2023	1,600.00	Supplemental Pay	RD
CEBS - Contract	Breedlove, Lynette	Director	4/28/2023	1,600.00	Supplemental Pay	RD
	Breedlove, Lynette Total			3,200.00		
Director of Athletics	Benavides, Alberto Jose	Area Coordinator	3/31/2023	1,500.00	Supplemental Pay	E&G
Director of Athletics	Benavides, Alberto Jose	Area Coordinator	4/28/2023	1,500.00	Supplemental Pay	E&G
	Benavides, Alberto Jose Total			3,000.00		
College Heights Herald	Orange, Steven Wesley	Manager, Advertising and Sales	3/31/2023	1,790.58	Supplemental Pay	RD
College Heights Herald	Orange, Steven Wesley	Manager, Advertising and Sales	4/28/2023	754.64	Supplemental Pay	RD
	Orange, Steven Wesley Total			2,545.22		
Women's Volleyball	Griffin, Kristina M.	Director of Operations	3/31/2023	2,540.00	Supplemental Pay	E&G
	Griffin, Kristina M. Total			2,540.00		

Staff One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Athletic Trainer	Erwin, John Robert	Assistant Athletic Trainer	3/31/2023	2,500.00	Supplemental Pay	E&G
	Erwin, John Robert Total			2,500.00		
Athletic Marketing	Hogan, William H	Director, Marketing	4/28/2023	2,500.00	Supplemental Pay	E&G
	Hogan, William H Total			2,500.00		
HAF Reimburse	Manning, Lauren Taylor	Coordinator, HAF Membership	4/21/2023	2,500.00	Supplemental Pay	E&G
	Manning, Lauren Taylor Total			2,500.00		
Athletic Marketing	Mayfield, Blake Haley	Assistant Director, Marketing	4/28/2023	2,500.00	Supplemental Pay	E&G
	Mayfield, Blake Haley Total			2,500.00		
School of Teacher Education	Schaeffer, Beth Ann	Director, RECC	3/31/2023	750.00	Overload	E&G
School of Teacher Education	Schaeffer, Beth Ann	Director, RECC	4/28/2023	750.00	Overload	E&G
Clinical Education Complex (CEC)	Schaeffer, Beth Ann	Director, RECC	4/28/2023	862.00	Supplemental Pay	Grant
	Schaeffer, Beth Ann Total			2,362.00		
Men's Football	Bitowf, Steven Chase	Director, Video Operations	3/31/2023	1,950.00	Supplemental Pay	E&G
	Bitowf, Steven Chase Total			1,950.00		
Men's Football	Brophy, James Jacob	Strength & Conditioning Asst	3/24/2023	1,950.00	Supplemental Pay	E&G
	Brophy, James Jacob Total			1,950.00		
Men's Football	Clark, Kainon Rick	Assistant Coach	3/31/2023	1,950.00	Supplemental Pay	E&G
	Clark, Kainon Rick Total			1,950.00		
Men's Football	Hayden, Benjamin Anthony	Dir, Equipment Operations	3/31/2023	1,950.00	Supplemental Pay	E&G
	Hayden, Benjamin Anthony Total			1,950.00		
Men's Football	Hazelwood, Imari Rashad	Coord, Academic Development	3/31/2023	1,950.00	Supplemental Pay	E&G
	Hazelwood, Imari Rashad Total			1,950.00		
Men's Football	Herdic, Brayden Paul	Football Quality Control	3/24/2023	1,950.00	Supplemental Pay	E&G
	Herdic, Brayden Paul Total			1,950.00		
Men's Football	Judd, Jessica Erin	Associate Athletic Trainer	3/31/2023	1,950.00	Supplemental Pay	E&G
	Judd, Jessica Erin Total			1,950.00		
Men's Football	Mizell, Zak Izak	Football Offensive Analyst	3/31/2023	1,950.00	Supplemental Pay	E&G
	Mizell, Zak Izak Total			1,950.00		
Men's Football	Pulford, Matthew William	Football Assistant	3/24/2023	1,950.00	Supplemental Pay	E&G
	Pulford, Matthew William Total			1,950.00		
Men's Football	Schwettman, Garrett Clark	Football Assistant	3/24/2023	1,950.00	Supplemental Pay	E&G
	Schwettman, Garrett Clark Total			1,950.00		
Men's Football	Coker, Connor Lee	Assistant Director, Equipment	3/31/2023	1,525.00	Supplemental Pay	E&G
	Coker, Connor Lee Total			1,525.00		
Men's Football	Cornell, Toryn Drew	Assistant Athletic Trainer	3/31/2023	1,525.00	Supplemental Pay	E&G
	Cornell, Toryn Drew Total			1,525.00		
Director of Athletics	Clark, James E.	Sr Assoc AD, Extrnl Rltns/HAF	3/31/2023	1,500.00	Supplemental Pay	E&G
	Clark, James E. Total			1,500.00		
Athletic Facilities	Forsythe, Leslie D.	Sr Assoc AD, Fac/Event Mgmt	3/31/2023	1,500.00	Supplemental Pay	E&G
	Forsythe, Leslie D. Total			1,500.00		
Athletic Trainer	Gaddie, Micheal Ray	Assc Athletic Dir/Sports Med	3/31/2023	1,500.00	Supplemental Pay	E&G
	Gaddie, Micheal Ray Total			1,500.00		
Men's Football	Kramme, Zachary Lee	Assistant Director of Scouting	3/24/2023	1,500.00	Supplemental Pay	E&G
	Kramme, Zachary Lee Total			1,500.00		

Staff One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
Director of Athletics	Magill, Randall Wade	Assoc Ath Dir/ Business Affairs	3/31/2023	1,500.00	Supplemental Pay	E&G
	Magill, Randall Wade Total			1,500.00		
Athletic Media Relations	Mulligan, Jordan Lillie-Anne	Coordinator, Media Relations	4/28/2023	1,500.00	Supplemental Pay	E&G
	Mulligan, Jordan Lillie-Anne Total			1,500.00		
Men's Football	Reider, Meghan Ann	Director, On Campus Recruiting	3/31/2023	1,500.00	Supplemental Pay	E&G
	Reider, Meghan Ann Total			1,500.00		
Civil Engineering Services	Baker, Tyler Amon	Staff Engineer	3/31/2023	557.00	Supplemental Pay	RD
Civil Engineering Services	Baker, Tyler Amon	Staff Engineer	4/28/2023	941.40	Supplemental Pay	RD
	Baker, Tyler Amon Total			1,498.40		
Student Accessibility Resource Cntr	Davis, Matthew Brendan	Assistant Director	4/28/2023	1,000.00	Supplemental Pay	E&G
Ticket Manager	Davis, Matthew Brendan	Assistant Director	4/28/2023	240.00	Supplemental Pay	E&G
	Davis, Matthew Brendan Total			1,240.00		
College Heights Herald	Oldenburg, Samuel Joseph	Assistant Director, Student Publications	3/31/2023	153.27	Supplemental Pay	RD
College Heights Herald	Oldenburg, Samuel Joseph	Assistant Director, Student Publications	4/28/2023	86.79	Supplemental Pay	RD
Gatton Academy of Math and Science	Oldenburg, Samuel Joseph	Assistant Director, Student Publications	3/31/2023	885.00	Supplemental Pay	E&G
	Oldenburg, Samuel Joseph Total			1,125.06		
Ticket Manager	Brock, Treyce Jonathan	Director, Ticket Operations	3/31/2023	1,000.00	Supplemental Pay	E&G
	Brock, Treyce Jonathan Total			1,000.00		
General Institutional Expenses	Chandler, Gary W.	Plumber	4/21/2023	1,000.00	Awards	E&G
	Chandler, Gary W. Total			1,000.00		
General Institutional Expenses	Flowers, Melissa Faye	Academic Advsr, Splc Projects	4/28/2023	1,000.00	Awards	E&G
	Flowers, Melissa Faye Total			1,000.00		
General Institutional Expenses	Fowler, Brandi Nicole	Applications & Prog Group Mgr	4/28/2023	1,000.00	Awards	E&G
	Fowler, Brandi Nicole Total			1,000.00		
General Institutional Expenses	Gabbard, Deborah Jo	Coordinator, AREC Accounts	4/21/2023	1,000.00	Awards	E&G
	Gabbard, Deborah Jo Total			1,000.00		
Men's Football	Lamattina, Nicholas	Football Recruiting Assistant	3/24/2023	1,000.00	Supplemental Pay	E&G
	Lamattina, Nicholas Total			1,000.00		
General Institutional Expenses	Spaulding, Aurelia Renae	Asst. Director, Marketing Comm	4/28/2023	1,000.00	Awards	E&G
	Spaulding, Aurelia Renae Total			1,000.00		
General Institutional Expenses	Steenbergen Hensley, Virginia Ruth	Coordinator, Parent Engagement	4/21/2023	1,000.00	Awards	E&G
	Steenbergen Hensley, Virginia Ruth Total			1,000.00		
Men's Football	Warren, Quinn Douglas	Football Recruiting Assistant	3/24/2023	1,000.00	Supplemental Pay	E&G
	Warren, Quinn Douglas Total			1,000.00		
Student Accessibility Resource Cntr	Willis-Oldham, Veronica Lynn	Coord/Deaf and Hard of Hearing	4/28/2023	1,000.00	Supplemental Pay	E&G
	Willis-Oldham, Veronica Lynn Total			1,000.00		
Clinical Education Complex (CEC)	Brookshire, Hanna Elish	Asst. Program Mgr, RECC/Tchr	4/28/2023	855.50	Supplemental Pay	Grant
	Brookshire, Hanna Elish Total			855.50		
4th Regional Tournament	Thompson, Seth Jordan	Coord, Facilities & Event Mgmt	4/28/2023	300.00	Supplemental Pay	RD
Athletics Fac Mgmt Fee - Non budget	Thompson, Seth Jordan	Coord, Facilities & Event Mgmt	3/31/2023	500.00	Supplemental Pay	E&G
	Thompson, Seth Jordan Total			800.00		
Infrastructure & Ops - AVS	Rexing, Justin Shaun	AV Systems Engineer	3/31/2023	720.00	Supplemental Pay	E&G
	Rexing, Justin Shaun Total			720.00		
Infrastructure & Ops - Network	Renfrow, Robert A.	IT Security Analyst	3/31/2023	600.00	Supplemental Pay	E&G

Staff One Time Payments
For the Period March 1, 2023 through April 30, 2023

Department	Employee	Title	Effective Date	Amount	Payment Type	Funding Source
	Renfrow, Robert A. Total			600.00		
Award - Student Financial Aid	Wininger, Amy Kremer	Specialist, Student Wellness	4/28/2023	192.00	Supplemental Pay	E&G
Campus Recreation and Wellness	Wininger, Amy Kremer	Specialist, Student Wellness	4/28/2023	400.00	Supplemental Pay	E&G
	Wininger, Amy Kremer Total			592.00		
Lifelong Learning	Crowe, Peggy Ann	Director	3/31/2023	552.50	Supplemental Pay	RD
	Crowe, Peggy Ann Total			552.50		
Infrastructure & Ops - Network	Sigman, Nicholas Alexander	Network Engineer	3/31/2023	540.00	Supplemental Pay	E&G
	Sigman, Nicholas Alexander Total			540.00		
Ticket Manager	Doyle, Joshua Aaron	Specialist, Ticket Sales	3/31/2023	500.00	Supplemental Pay	E&G
	Doyle, Joshua Aaron Total			500.00		
Athletic Media Relations	Todd, Jon Christopher	Coord, Ath Com/Media Relations	3/31/2023	500.00	Supplemental Pay	E&G
	Todd, Jon Christopher Total			500.00		
Campus and Community Events	Goodman, Rachel Manning	Dir/Campus & Community Events	4/28/2023	400.00	Supplemental Pay	RD
	Goodman, Rachel Manning Total			400.00		
Campus Recreation and Wellness	Rivas, Julia Margarita	Coord/MinorityTchrRecruitment	4/14/2023	256.00	Supplemental Pay	E&G
Campus Recreation and Wellness	Rivas, Julia Margarita	Coord/MinorityTchrRecruitment	4/28/2023	128.00	Supplemental Pay	E&G
	Rivas, Julia Margarita Total			384.00		
School of Kinesiology, Rec. & Sport	Wood, James Dexter	Systems Engineer	3/31/2023	333.30	Consulting	Grant
	Wood, James Dexter Total			333.30		
Campus and Community Events	Thomas, Sarah E.	Assistant Director, Events	4/28/2023	275.00	Supplemental Pay	RD
	Thomas, Sarah E. Total			275.00		
Dean Gordon Ford College Business	Browning, Adrienne Evitts	Specialist, GFCB Professional Developm	4/28/2023	250.00	Awards	E&G
	Browning, Adrienne Evitts Total			250.00		
Dean Gordon Ford College Business	Jewell, Amy Blankenship	Office Associate	4/28/2023	250.00	Awards	E&G
	Jewell, Amy Blankenship Total			250.00		
	Grand Total			146,641.98		

*** Funding Source Codes:**

E&G - Education and General

Grant - Grant Funded

Aux - Auxiliary

RD - Revenue Dependent

Split - Funding is split between sources

FDN - Foundation

2023-24 INTERNAL AUDIT WORK PLAN

REQUEST:

Approval of the 2023-2024 Internal Audit work plan (attached).

FACTS:

The Western Kentucky University Office of Internal Audit is responsible for preparing a fiscal year work plan, which is approved by the Finance & Budget Committee on an annual basis. The fiscal year 2024 work plan has been drafted and includes tasks such as risk-based audits, annual projects, and management requests. Internal Audit considers the risk assessment performed with the President's Cabinet members when determining projects to include in the work plan.

BUDGETARY IMPLICATIONS:

Sufficient funds are budgeted within the Office of Internal Audit to complete the proposed plan.

RECOMMENDATION:

President Timothy C. Caboni recommends approval of the 2023-24 internal audit work plan.

MOTION:

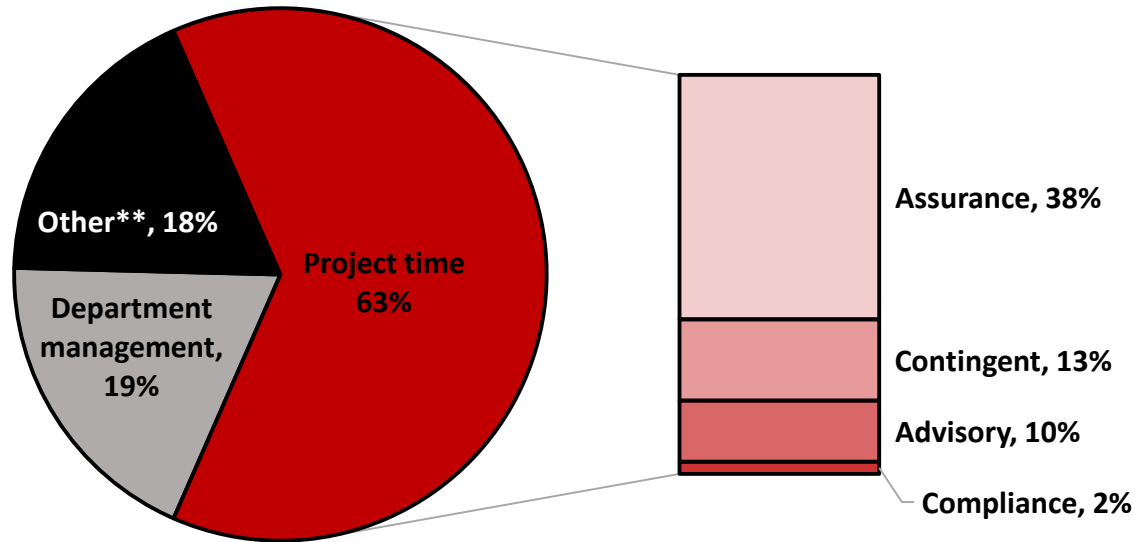
Approve the 2023-24 internal audit work plan.

**WESTERN KENTUCKY UNIVERSITY
INTERNAL AUDIT WORK PLAN
JULY 1, 2023 - JUNE 30, 2024**

Category	Name of Project	Preliminary Audit Objective/Scope	Type	Division
Risk-based projects	Emergency preparedness and response	Review emergency plans and communication of those plans to campus leaders.	Assurance	Strategy, Operations, and Finance
	Global Learning and Study Abroad	Evaluate procedures for ensuring student safety when traveling abroad. Evaluate agreements and performance of third-party providers and affiliates.	Assurance	Academic Affairs
	College of Education and Behavioral Sciences	Review of business processes. Schools are audited on a rotating basis.	Assurance	Academic Affairs
	Mahurin Honors College	Review of business processes. Support units are audited on a rotating basis.	Assurance	Academic Affairs
	Undergraduate Admissions	Evaluate key processes (e.g., recruiting, processing applications) within the admissions cycle. This audit is expected to start in FY2023 and conclude in FY2024.	Assurance	Enrollment and Student Experience
Annual projects	President's Travel and Entertainment Expenses	Evaluate President's travel expenses and non-payroll reimbursements for compliance with employment agreement and university policies.	Compliance	Office of President
	Special License Plates Reconciliation	Verify that funds from the Special License Plates Program were adequately documented and reconciled to comply with the program's guidelines.	Compliance	Strategy, Operations, and Finance
Management requests	Travel policy and expense reimbursement review	Review university travel policy and related operational processes.	Advisory	Strategy, Operations, and Finance
	Purchasing processes	Review purchasing workflow and approval thresholds to ensure appropriate internal controls are in place, while balancing efficiency of processes. This project is a carry forward from a prior year's plan.	Assurance	Strategy, Operations, and Finance
	To be determined	Time reserved to perform investigations resulting from hotline reports and/or respond to management/Board of Regent requests during the year.	Contingent	Contingent
Backup* projects	Sodexo contract review	Evaluate monitoring of contract terms and vendor performance.	Assurance	Strategy, Operations, and Finance
	Undergraduate Academic Advising	Review effectiveness of centralized academic advising processes.	Assurance	Enrollment and Student Experience

*Backup projects are completed when contingent time is not needed for unplanned investigations or management requests during the year.

FY2024 Work Plan Time by Type*



*Excludes holidays and vacation/sick time

**Other includes risk assessment and audit plan development, hotline administration, Board of Regents support, professional development, follow-up validation of issued audit items

APPROVAL OF BANKING SERVICES CONTRACT

REQUEST:

Approval of comprehensive banking services contract to enhance the treasury operations and financial services of the university.

FACTS:

WKU continuously strives to improve efficiency and effectiveness in all aspects of its operations, including managing its financial resources in a prudent manner. Currently, the university utilizes multiple banking relationships and services, which can result in fragmented financial services and hinder our ability to leverage partnerships and optimize costs.

In the spring of 2023, a competitive Request for Proposal (RFP) was developed and released seeking comprehensive banking services with a reputable financial institution that is able to provide a wide range of banking solutions tailored to our specific needs. Six (6) banks responded, three (3) were invited to give presentations, and J.P. Morgan Chase was selected by the RFP committee based on their ability to meet the varied services outlined in the RFP and favorable contract terms. Through the resulting contract, WKU, working with J.P. Morgan Chase, will conduct a comprehensive business process review to modernize and optimize business processes, simplify accounting structures, improve account security, and improve operating efficiency.

The contract is for an initial 10-year period, with repricing of fees to occur at years five (5), seven (7), and nine (9), and with up to two (2) additional five (5) year renewals after the initial 10-year period.

BUDGETARY IMPLICATIONS:

WKU's annual banking related fees are generally transaction based and are estimated at approximately \$33,000 per year based on the proposed contract terms.

RECOMMENDATION:

President Timothy C. Caboni recommends that the Board of Regents approve the banking services contract with J.P. Morgan Chase.

MOTION:

Authorize the university to enter into an initial 10-year banking services contract with J.P. Morgan Chase.

BANKING SERVICES AGREEMENT (PUBLIC SECTOR)

This Banking Services Agreement is effective as of July __, 2023 (the “Effective Date”), and is entered into by and between **Western Kentucky University** (the “Customer”), and **JPMorgan Chase Bank, N.A.** (the “Bank”).

Recitals

WHEREAS, the Customer issued a Request for Proposal (WKU-10355), as supplemented and/or amended, relating to the provision of certain banking and related services as described therein (the “RFP”).

WHEREAS, the Bank’s proposal was submitted in response to the RFP (the “Response”).

WHEREAS, the Customer reviewed the Response and accordingly awarded the performance of the banking services described in the RFP and Response (“Services”) to the Bank.

WHEREAS, the Customer and the Bank desire to enter into this Agreement under which the Bank will provide the Services and establish and maintain certain depository accounts for the Customer.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. The Bank agrees to perform the Services described in the RFP and Response for the Customer, directly or through its subsidiaries or affiliates, at the prices provided in the Response or as mutually agreed, with such pricing terms incorporated herein by reference. The Bank may provide additional products or services to the Customer at such cost as may be mutually agreed.
2. Description of the Agreement. The “Agreement”, which contains the terms and conditions and respective obligations of the parties with respect to the Services, is comprised of the following documents: this banking services agreement (the “Main Agreement”); and the following documents incorporated herein by reference: the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional terms as may be provided from time to time (“Account Documentation”). In the event of any inconsistencies between the terms in this Main Agreement and the Account Documentation, the terms of this Main Agreement shall control.
3. Term of the Agreement. This Agreement shall commence as of the Effective Date and continue for ten (10) years through June 30, 2033, unless earlier terminated as provided herein or in the Account Documentation. After years five (5), seven (7) and nine (9) (“Repricing Interval”), the pricing terms may be amended upon mutual agreement along with other terms and conditions as may be mutually agreed. All amendments must be in writing. In the event revised pricing terms cannot be agreed upon at a Repricing Interval, either party may terminate this Agreement upon ninety (90) days written notice. In the event this Agreement is terminated at a Repricing Interval, the term of this Agreement shall extend on a month-to-month basis while the Bank continues providing Services to the Customer.
4. Cooperative Purchasing and Use of Agreement. The Bank may, with the consent and agreement of the Customer, permit one or more additional government entities or political subdivisions (“Additional Parties”) to participate in and utilize this Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other Additional Party to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize this Agreement.

5. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the parties hereto and supersedes any prior understanding or agreement between the parties respecting the within subject matter.
- b. Neither party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- c. This Main Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the parties as made in writing duly executed by the persons designated by each party.
- d. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the parties.
- e. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- f. Each party to this Agreement further represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this Agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.
- g. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, advisor, fiduciary, partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors.
- h. This Main Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in Kentucky in connection with a dispute arising hereunder.
- i. This Main Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree electronic, portable document format (PDF), and digital signatures are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Main Agreement to be executed by their respective authorized officers as of the Effective Date.

Western Kentucky University

By: _____

Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: _____

PLEDGE AND SECURITY AGREEMENT TO COLLATERALIZE PUBLIC FUND DEPOSITS

V1.0_12_14_15

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is entered into as of _____, 20____, by and between «CLIENTNAME» (the "Customer"), and **JPMorgan Chase Bank, N.A.** (the "Bank").

RECITALS

- A. The Customer has designated the Bank as depository for certain of its funds and from time to time the Customer may make deposits of public funds with the Bank, and the Bank has agreed to act as the depository of those public funds; and
- B. Although such deposits are generally eligible for Federal Deposit Insurance Corporation ("FDIC") insurance coverage, such coverage is limited to a maximum deposit insurance amount as described in applicable law; and
- C. In consideration of and to secure the deposits made by the Customer with the Bank, the Customer and the Bank desire to enter this Agreement granting the Customer a security interest in certain Collateral (hereinafter defined) to secure the deposited public funds in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the parties agree as follows:

1. **PUBLIC FUNDS.** The deposits subject to this Agreement, hereinafter referred to as "Public Funds", are the deposited public funds of the Customer held in accounts at the Bank, inclusive of accrued interest.
2. **GRANT OF SECURITY INTEREST.** To secure the Public Funds, the Bank hereby grants to the Customer a security interest in, and assigns and pledges to the Customer certain collateral of the type permitted under applicable law (including, without limitation, securities and letters of credit) hereinafter referred to as the "Collateral", inclusive of instruments in substitution for or in addition to any or all of the then existing Collateral.
3. **LOCATION OF COLLATERAL.** The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank as a book entry item for the benefit of the Customer, and the Customer consents to the use of such custodian, hereinafter referred to as the "Custodian". The Customer shall provide such documents or other information as the Custodian may reasonably require to establish an account. Until such documentation is received the Bank shall pledge Collateral to its account at the Custodian in the name of the Customer as shown on Bank's books and records. If a letter of credit is included in the Collateral, the Customer or its agent shall be named as the beneficiary thereof, and acceptance and approval by the Customer of such letter of credit shall be evidenced by the beneficiary's receipt of the letter of credit.
4. **BANK REPRESENTATIONS AND WARRANTIES.** The Bank further represents and warrants, as follows:
 - a) The Bank is a national banking association organized under the laws of the United States and has full power and authority to enter into this Agreement.
 - b) The Collateral is free and clear of all liens and claims, pledged pursuant to this Agreement, and, except to the extent that the Collateral is comprised of letters of credit, the Bank is the legal owner of the Collateral. This Agreement has been legally and validly entered into, does not and will not violate any law or regulation applicable to it, and is enforceable against the Bank in accordance with its terms. The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be in an amount not less than the amount described in applicable law, and if no amount is described will be in an amount not less than the Public Funds which exceed the sum of FDIC and any other such applicable insurance coverage (the "Collateral Ratio"). The Bank utilizes an independent, third-party pricing information service in order to provide market values hereunder. The market value of the letter of credit shall be deemed to equal the undrawn balance of the face amount thereof. The Customer shall notify Bank in advance of anticipated and significant increases in, or withdrawals or payments from, the Customer's deposits, at which time Bank will pledge additional Collateral or seek the release of excess Collateral, as applicable. The Bank will monitor the market value of pledged Collateral on business days and pledge and deliver Collateral as needed to maintain the Collateral Ratio or as otherwise instructed or agreed to by the parties.
 - c) The bank must fully collateralize University accounts in accordance with Section 41.240 of the Kentucky Revised Statutes. If the aggregate market value of pledged Collateral exceeds the Collateral Ratio, the Bank may withdraw such excess Collateral provided that following the withdrawal of any such excess Collateral the remaining Collateral would equal or exceed the Collateral Ratio. In addition, the Bank may substitute Collateral for such Collateral previously provided pursuant to this Agreement; provided, however, that the aggregate market value of all pledged Collateral hereunder following such substitution shall equal or exceed the Collateral Ratio. The Customer agrees, if needed, to promptly furnish the Custodian with any needed withdrawal approval.
 - d) The Bank shall be entitled to income and other payments on the pledged Collateral held by the Custodian, and the Custodian may provide such income and other payments as directed by the Bank, provided an event of default under this Agreement does not exist.
 - e) The Bank shall furnish to the Customer or its agent a collateral statement which lists the pledged Collateral and market value thereof, with such frequency as described in applicable law, or monthly, if not otherwise provided by law.

- f) The Bank's Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof, the District of Columbia, possessions and territories of the United States and Indian Tribes or agencies thereof having official custody of tribal funds ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Units or their agents and further authorizing and approving the Bank's execution and delivery of all related contracts between the Public Units or their agents and the Bank, including without limitation, assignments, pledge agreements and security agreements. Such resolution is reflected in the minutes of the Bank's Board of Directors.
- g) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. EVENTS OF BANK DEFAULT The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions. For clause a) only, an event of default will occur ten (10) business days after the Customer has provided the Bank with a notice generally describing said default.

- a) The Bank shall, without cause, refuse to pay to the Customer the Public Funds when due.
- b) The Bank has been closed, seized or declared insolvent by a federal regulator having jurisdiction over the Bank.
- c) The Bank has had a receiver, conservator or other such official appointed to conduct the affairs of the Bank.

6. RIGHT OF CUSTOMER UPON BANK'S DEFAULT In the event of a Bank default, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial Code and any other applicable law pursuant to which the Customer is a secured party, the Public Funds shall become due and payable and the Customer or its agent will have the right to: (a) in the case of Collateral that are securities, demand delivery of the Collateral and liquidate same, or sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with a right to purchase the Collateral at public or private sale; or (b) in the case of Collateral consisting of a letter of credit, draw upon such letter of credit in the amount necessary to cover the Public Funds. The Customer shall apply the proceeds of the sale of Collateral, net of its reasonable costs and expenses incurred in such sale, and the amount paid on the letter of credit, if any, to the Public Funds in a corresponding amount. If applicable, the Customer or its agent shall remit to Bank, its receiver or conservator the remainder, if any, of such sale proceeds or Collateral remaining unsold or unused. Should the Customer obtain Collateral or, in the case of a letter of credit, draw upon such letter of credit, when the Bank is not in default as described in Section 5, the Bank may exercise any rights available to it under law and following such sale of Collateral or draw upon the letter of credit and payment thereon by the issuer, the Public Funds may be correspondingly reduced by the amount of the sales proceeds less the value of returned Collateral, if any, or, in the case of letter of credit draws, the amount paid under the letter of credit.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES. The Customer further represents and warrants, which representations and warranties shall be deemed to be continuing, as follows:

- a) The Customer has full power and authority to enter into this Agreement.
- b) This Agreement has been legally and validly entered into, does not and will not violate any law or regulation applicable to it, and is enforceable against the Customer in accordance with its terms.
- c) The Bank has been designated a depository for the Customer's funds in the manner required by applicable law.
- d) The Customer will comply with the applicable account agreements it may have with the Bank which govern the Public Funds.
- e) The Customer or its agent shall promptly respond to requests by the Bank to release Collateral, up to the amount that the aggregate market value thereof exceeds the Collateral Ratio (the "Release Amount"). If the Customer fails to provide Bank or Custodian its written consent to release of the Collateral in the Release Amount within ten (10) business days after Bank's request, Bank will have the right to charge the Customer an excess collateral fee at a rate determined by the Bank at the time the Bank requested the release, based on all unreleased Collateral covered by the Release Amount.
- f) All acts, conditions, and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of the Agreement exist or have happened or have been performed.

8. LAW GOVERNING. This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of Kentucky, without regard to its conflicts of laws principles. The Customer and Bank consent to jurisdiction of a state or federal court located in such state in connection with a dispute arising hereunder.

9. TERMINATION OF THE AGREEMENT. This Agreement shall continue in full force and effect for as long as the Bank holds the Customer's Public Funds that are required to be collateralized under applicable law. Notwithstanding the foregoing, the Customer or the Bank may terminate this Agreement by giving at least thirty (30) days written notice of termination to the other party. Such notice shall not affect or terminate the Customer's security interest in the Collateral, or entitlement to draw upon any unexpired letter of credits that comprise the Collateral and the rights and liabilities of the parties under this Agreement shall survive any termination of the Agreement until all Public Funds have been satisfied in full and Collateral returned.

10. MISCELLANEOUS.

a) All notices and other communications shall be sent to the:

CUSTOMER:

Name: «CLIENTNAME»
Address: «CLIENTLINE1»«CLIENTLINE2»
«CLIENTLINE3»
City/State: «CLIENT.CITY.STATE.ZIP.COUNTRY»
Attn: _____

BANK:

Name: JPMorgan Chase Bank, N.A.
Address: _____
City/State: _____
Attn: _____
Government Banking

With a copy to:

Name: JPMorgan Chase Bank, N.A.
Address: 1111 Polaris Parkway, Mail Code: OHI-0138
City/State: Columbus, Ohio 43240
Attn: National Collateral Management Group

or such other address as shall be designated by a party to the other party.

- b) This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of the Customer and the Bank and their respective permitted successors and assigns, subject to any limitations upon assignability contained within letters of credit that may comprise the Collateral. No portion of this Agreement may be assigned without the express written consent of the other party.
- c) The Public Funds are subject to the applicable account agreements in effect from time to time.
- d) It is the express purpose of this Agreement to comply with the provisions of applicable state and federal law, including 12 USC 1823(e).
- e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- f) In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER: «CLIENTNAME»

By: _____
Name: _____
Title: _____

BANK:
JPMorgan Chase Bank, N.A.

By: _____
Name: _____
Title: _____

J.P.Morgan

Pricing and Incentives for Western Kentucky University

Comprehensive Banking Services

Invitation number: WKU-10359 | June 15th, 2023



Exhibit A1

Western Kentucky University Analysis Pricing

Account	Service	Average	Price	Total Fee	Waive or Fee Based?
1. Depository #1					
	Uncollected Funds Charge *	41282	-	-	Fee based
	Maintenance Fee	1	\$5.0000	\$ 5.0000	Fee based
	Credits Posted	148	\$0.0700	\$ 10.3600	Fee based
	Items Deposited - BB&T/On-Us	82	\$0.0800	\$ 6.5600	Fee based
	Items Deposited - In State	483	\$0.2000	\$ 96.6000	Fee based
	Items Deposited - Other	482	\$0.2000	\$ 96.4000	Fee based
	Checks Paid & Other Debits	52	\$0.0700	\$ 3.6400	Fee based
	Check Fees - Deposits	-	\$0.4000	\$ -	Fee based
	ACCT MAINT: HYBRID	-	\$50.0000	\$ -	Fee based
	ACCT MAINT: OVERNIGHT INVESTMENT SWEEP	-	\$50.0000	\$ -	Fee based
	Branch Check Image Access	-	\$3.0000	\$ -	Fee based
	Coin and Currency Change Order	293	\$0.5000	\$ 146.5000	Fee based
	Currency Order per \$1	76,111	\$0.0042	\$ 319.6662	Fee based
	Coin and Currency Deposited	-	\$8.0000	\$ -	Fee based
	Deposit Corrections	-	\$8.0000	\$ -	Fee based
	Check Paid - Reject	0	\$0.0020	\$ -	Fee based
	CMOL Non Repetitive Wire	-	\$5.5000	\$ -	Fee based
	CMOL Repetitive Wire	-	\$5.5000	\$ -	Fee based
	Check Images with Statement	1	-	-	
	RDI Special Handling Maintenance	1	\$8.0000	\$ 8.0000	Fee based
	Returned Deposit/Cash Item Fee	2	\$5.5000	\$ 11.0000	Fee based
	CMOLINE Wire Maint	-	-	-	
	ACH Debit Blanket Block Maint	-	\$5.00	\$ -	Fee based
	ACH TRANS BLOCK AUTHORIZED ID	-	\$0.25	\$ -	Fee based
	ACH Received Credit	-	\$0.0700	\$ -	Fee Based
	ACH Received Debit	-	\$0.0700	\$ -	Fee Based
	ACH Notification of Change	-	\$2.0000	\$ -	Fee Based
	ACH Return Notice - Fax/Email	-	\$2.0000	\$ -	Fee Based
	ACH Monthly Maint	-	\$15.0000	\$ -	Fee Based
	Total ACH Originated Items	-	-	-	
	ACH Originated Addenda Records	-	\$0.0110	\$ -	Fee Based
	ACH Positive Pay Monthly Maintenance	1	\$5.0000	\$ 5.0000	Fee Based
	ACH Debit Blanket Block Maint	-	\$5.0000	\$ -	Fee Based
	CMOL ACH File	-	-	-	Fee Based
	Partial Recon Maintenance	-	\$15.0000	\$ -	Fee Based
	Partial Recon Items	-	\$0.0500	\$ -	Fee Based
	CD-ROM Maintenance	-	\$30.0000	\$ -	Fee Based
	CD-ROM Items	-	-	-	
	CD-ROM Multiple Account Fee	-	-	-	
	CD-ROM Disk	-	\$30.0000	\$ -	Fee Based
	CD-ROM Duplicate Disk	-	\$30.0000	\$ -	Fee Based
	CMOL Positive Pay Image	-	-	-	
	POS Pay w/ Recon - Maint	-	\$20.0000	\$ -	Fee Based
	POS Pay w/ Recon - Items	-	\$0.0500	\$ -	Fee Based
	PAYEE NAME VERIFICATION	0	\$0.0300	\$ -	Fee Based
	Recon/PosPay - File Delivery	-	\$5.0000	\$ -	Fee Based
	Web Monthly Maintenance	1	-	-	
	Web Per Item Fee	381	-	-	
	Check Block	1	\$5.0000	\$ 5.0000	Fee Based
	JPM ACCESS ID MONTHLY MAINT	1	\$25.0000	\$ 25.0000	Fee Based
	ACCOUNTS REPORTED	10	\$5.0000	\$ 50.0000	Fee Based
	CHECK PRINT ONLINE MAINTENANCE	-	\$35.0000	\$ -	Fee Based
	CASHIER'S CHECK - PER CHECK	-	\$5.0000	\$ -	Fee Based
	BANK DRAFT VIA WIRE MODULE - PER CHECK	-	\$15.0000	\$ -	Fee Based
	CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	
	CMOL/DLTY Business Banking	1	\$25.0000	\$ 25.0000	
	CMOL/DLTY - CD Loaded Items	31	-	-	
	CMOL Busbank - PD Loaded Items (w/ a fee rate)	27	-	-	
	TRANSACTIONS REPORTED 1 YEAR	3059	\$0.1000	\$ 305.9000	Fee Based
	EXTENDED TRANSACTION DETAIL	4822	\$0.0000	\$ -	Fee Based
	CMOL Busbank - Stop Pay-6 Mth (w/ a fee rate)	-	\$8.0000	\$ -	
	CMOL/DLTY Busbank - Image Retrieved (w/ a fee rate)	-	\$0.0500	\$ -	Fee Based
	ZBA Master Account Maintenance	1	\$20.0000	\$ 20.0000	Fee Based
	REMOTE DEPOSIT MAINT - PER SCANNER	-	\$25.0000	\$ -	Fee Based
	REMOTE DEPOSIT - PER ITEM (FIRST 500 FREE)	-	\$0.0800	\$ -	Fee Based
	WLB Maintenance Charlotte	1	\$75.0000	\$ 75.0000	Fee Based
	WLB Payments/Standard Item Charlotte	188	\$0.3850	\$ 72.3800	Fee Based
	CHECK MICR CAPTURE	188	\$0.0100	\$ 1.8800	Fee Based
	WLB Exceptions Charlotte	6	\$0.4000	\$ 2.4000	Fee Based
	WLB Deposits Charlotte	24	\$1.5000	\$ 36.0000	Fee Based
	WLB MICR Repair Charlotte	14	\$0.0100	\$ 0.1400	Fee Based
	WLB Data Transmission Charlotte	1	\$20.0000	\$ 20.0000	Fee Based
	WLB Remitter Data Entry Charlotte	5,092	\$0.0077	\$ 39.2084	Fee Based
	WLB Remitter Report Charlotte	1	-	-	
	WLB CD Fee Charlotte	1	-	-	
	WLB Exception Item Image Charlotte	25	-	-	
	WLB Inbound Overnight Delivery Charlotte	5	\$20.0000	\$ 100.0000	Fee Based
	WLB Image Maintenance Fee Charlotte	1	\$20.0000	\$ 20.0000	Fee Based
	WLB Page Scan Per Item Charlotte	156	\$0.1000	\$ 15.6000	Fee Based
	WLB Per Check Imaged Charlotte	188	-	-	
	WLB Per Envelope Imaged Charlotte	182	\$0.1000	\$ 18.2000	Fee Based
	WLB Package Prep Charlotte	1	-	-	
	LONG TERM STORAGE CHECK: 10 YEARS	188	\$0.0200	\$ 3.7600	Fee Based
	LONG TERM STORAGE DOCUMENT: 10 YEARS	188	\$0.0400	\$ 7.5200	Fee Based
	TRANSMISSION PER ITEM - DATA	188	\$0.0200	\$ 3.7600	Fee Based
	CHECK CLEARING	188	\$0.0800	\$ 15.0400	Fee Based
	Checks Paid & Other Debits	-	\$0.0700	\$ -	Fee Based
	Check Images with Statement	-	-	-	
	CONTROLLED DISBURSEMENT MONTHLY MAINT	-	\$30.0000	\$ -	Fee Based
	CONTROLLED DISBURSEMENT - PER ITEM	-	\$0.2600	\$ -	Fee Based

CONTROLLED DISBURSEMENT - FUNDING

		\$0.4000	\$	-	Fee Based
CMOLINE Wire Maint	-	-	-	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	
CMOL Business Banking	-	-	-	-	
CMOL - CD Loaded Items	-	-	-	-	
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	-	-	-	
CMOL CD Acct Maint	-	-	-	-	
CMOL Business Banking	-	-	-	-	
CMOL - CD Loaded Items	-	-	-	-	
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
Credits Posted	-	\$0.0700	\$	-	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	
CMOLINE Wire Maint	-	-	-	-	
ACH Debit Blanket Block Maint	-	\$5.0000	-	-	
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	
CMOL Business Banking	-	\$	-	-	
CMOL - CD Loaded Items	-	-	-	-	
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	
Check drawn on Canadian bank	-	\$8.0000	\$	-	Fee Based

z. Depository #z (fee breakdown not available)

Monthly Service Charge	\$	75.00	\$	-	
				\$	-
				\$	-

3. Credit Card Deposits

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	-	\$0.0700	\$	-	Fee Based
Checks Paid & Other Debits	20	\$0.0700	\$	1.3650	Fee Based
Check Images with Statement	1	-	-	-	
CMOLINE/DLTY Wire Maintenance	1	-	-	-	
ACH Received Credit	449	\$0.0700	\$	31.4067	Fee Based
ACH Received Debit	7	\$0.0700	\$	0.4842	Fee Based
ACH Positive Pay Monthly Maintenance	1	\$5.0000	\$	5.0000	Fee Based
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	
CMOL/DLTY Business Banking	1	-	-	-	
CMOL/DLTY - CD Loaded Items	456	-	-	-	
CMOL/DLTY Busbank - PD Loaded Items (w/ a fee rate)	276	-	-	-	
CMOL/DLTY Busbank - Image Retrieved (w/ a fee rate)	0	\$0.0500	\$	0.0083	Fee Based
ZBA Account Maintenance	1	\$10.0000	\$	10.0000	Fee Based

4. Incoming Credit

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	5	\$0.0700	\$	0.3500	Fee Based
Checks Paid & Other Debits	21	\$0.0700	\$	1.4700	Fee Based
Check Paid - Reject	-	\$8.0000	\$	-	Fee Based
CMOL Non Repetitive Wire	-	\$5.5000	\$	-	Fee Based
CMOL Repetitive Wire	-	\$5.5000	\$	-	Fee Based
Check Images with Statement	-	-	-	-	
CMOLINE Wire Maint	-	-	-	-	
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
ACH TRANS BLOCK AUTHORIZED ID	-	\$0.2500	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Notification of Change	-	\$2.0000	\$	-	Fee Based
ACH Return Notice - Fax/Email	-	\$2.0000	\$	-	Fee Based
ACH Monthly Maint	-	\$15.0000	\$	-	Fee Based
Total ACH Originated Items	-	\$0.0700	\$	-	Fee Based
ACH Originated Addenda Records	-	\$0.0110	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
CMOL ACH File	-	-	-	-	
Partial Recon Maintenance	-	\$15.0000	\$	-	Fee Based
Partial Recon Items	-	\$0.0500	\$	-	Fee Based
CD-ROM Maintenance	-	\$30.0000	\$	-	Fee Based
CD-ROM Items	-	-	-	-	
CD-ROM Multiple Account Fee	-	-	-	-	
CD-ROM Disk	-	\$30.0000	\$	-	Fee Based
CD-ROM Duplicate Disk	-	\$30.0000	\$	-	Fee Based
CMOL Positive Pay Image	-	-	-	-	
POS Pay w/ Recon - Maint	-	\$20.0000	\$	-	Fee Based
POS Pay w/ Recon - Items	-	\$0.0500	\$	-	Fee Based
PAYEE NAME VERIFICATION	-	\$0.0300	\$	-	Fee Based
ISSUE INPUT FILE WITH RECON	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	
CMOL Business Banking	-	-	-	-	
CMOL - CD Loaded Items	-	-	-	-	
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	
CMOL Busbank - Stop Pay-6 Mth (w/ a fee rate)	-	-	-	-	
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	

RDI Special Handling Maintenance	1	\$8.0000	\$	8.0000	Fee Based
Incoming Domestic Wire	3	\$5.5000	\$	16.5000	Fee Based
CMOLINE Wire Maint	-	-	-	-	-
ACH Received Credit	375	\$0.0700	\$	26.2500	Fee Based
ACH Received Debit	1	\$0.0700	\$	0.0700	Fee Based
ACH Authorization Record	-	-	-	-	-
ACH Positive Pay Monthly Maintenance	1	\$5.0000	\$	5.0000	Fee Based
Check Block	1	\$0.0000	\$	-	Fee Based
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL/DLTY Business Banking	1	-	-	-	-
CMOL/DLTY - CD Loaded Items	381	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	201	-	-	-	-
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	-
CMOL Business Banking	-	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
Credits Posted	-	\$0.0700	\$	-	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	-
CMOL Business Banking	-	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maintenance	1	\$10.0000	\$	10.0000	Fee Based
FED CREDIT S/T	2	\$16.5000	\$	33.0000	Fee Based

5. International Tuition

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	-	\$0.0700	\$	-	Fee Based
Checks Paid & Other Debits	5	\$0.0700	\$	0.3500	Fee Based
Check Paid - Reject	-	\$8.0000	\$	-	Fee Based
CMOL Non Repetitive Wire	-	\$5.5000	\$	-	Fee Based
CMOL Repetitive Wire	-	\$5.5000	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Received Credit	5	\$0.0700	\$	0.3500	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Notification of Change	-	\$2.0000	\$	-	Fee Based
ACH Return Notice - Fax/Email	-	\$2.0000	\$	-	Fee Based
ACH Monthly Maint	-	\$15.0000	\$	-	Fee Based
Total ACH Originated Items	-	\$0.0700	\$	-	Fee Based
ACH Originated Addenda Records	-	\$0.0110	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
ACH Debit Blanket Block Maintenance	1	\$5.00	\$	5.0000	Fee Based
ACH TRANS BLOCK AUTHORIZED ID	-	\$0.25	\$	-	Fee Based
CMOL ACH File	-	-	-	-	-
Partial Recon Maintenance	-	\$15.0000	\$	-	Fee Based
Partial Recon Items	-	\$0.0500	\$	-	Fee Based
CD-ROM Maintenance	-	\$30.0000	\$	-	Fee Based
CD-ROM Items	-	-	-	-	-
CD-ROM Multiple Account Fee	-	-	-	-	-
CD-ROM Disk	-	\$30.0000	\$	-	Fee Based
CD-ROM Duplicate Disk	-	-	-	-	-
CMOL Positive Pay Image	-	\$0.0000	\$	-	Fee Based
POS Pay w/ Recon - Maint	-	\$20.0000	\$	-	Fee Based
POS Pay w/ Recon - Items	-	\$0.0500	\$	-	Fee Based
PAYEE NAME VERIFICATION	-	\$0.0300	\$	-	Fee Based
Recon/PosPay - File Delivery	-	\$5.0000	\$	-	Fee Based
Check Block	1	\$0.0000	\$	-	Fee Based
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL/DLTY Business Banking	1	-	-	-	-
CMOL/DLTY - CD Loaded Items	5	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
CMOL Busbank - Stop Pay-6 Mth (w/ a fee rate)	-	-	-	-	-
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	-
CMOL Business Banking	-	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	-
CMOL Business Banking	-	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maint	-	\$10.0000	\$	-	Fee Based
Credits Posted	-	\$0.0700	\$	-	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based

ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL CD Acct Maint	-	-	-	-	-
CMOL Business Banking	-	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maintenance	1	\$10.0000	\$	10.0000	Fee Based

6. Vendors

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	22	\$0.0700	\$	1.5458	Fee Based
Checks Paid & Other Debits	950	\$0.0700	\$	66.4942	Fee Based
Check Paid - Reject	1	\$8.0000	\$	8.0000	Fee Based
CMOL/DLTY Non Repetitive Wire	1	\$5.5000	\$	2.7500	Fee Based
CMOL/DLTY Repetitive Wire	16	\$5.5000	\$	86.6250	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
ACH Received Credit	1	\$0.0700	\$	0.0408	Fee Based
ACH Received Debit	31	\$0.0700	\$	2.1467	Fee Based
ACH Notification of Change	1	\$2.0000	\$	2.3333	Fee Based
ACH Return Notice - Fax/Email/Online	1	\$2.0000	\$	2.8333	Fee Based
ACH Return Items	0	\$8.0000	\$	2.0000	Fee Based
DT/DLTY ACH Monthly Maintenance	1	\$15.0000	\$	15.0000	Fee Based
Total ACH Originated Items	273	\$0.0700	\$	19.0925	Fee Based
ACH Originated Addenda Records	208	\$0.0110	\$	2.2825	Fee Based
ACH Authorization Record	0	-	-	-	-
ACH Positive Pay Monthly Maintenance	1	\$5.0000	\$	5.0000	Fee Based
CMOL/DLTY ACH File/Batch	13	\$2.5000	\$	32.9167	Fee Based
Partial Recon Maint Paper	1	-	-	-	-
Partial Recon Items	982	\$0.0500	\$	49.1208	Fee Based
CD-ROM Maintenance	1	\$30.0000	\$	30.0000	Fee Based
CD-ROM Items	921	-	-	-	-
CD-ROM Disk	1	\$30.0000	\$	30.0000	Fee Based
CD-ROM Duplicate Disk	2	\$30.0000	\$	60.0000	Fee Based
CMOL/DLTY Positive Pay Image	3	\$0.0000	\$	-	-
CPR/POS PAY/Payee Exceptions	4	\$4.0000	\$	16.0000	Fee Based
POS Pay w/ Recon - Maintenance	1	\$20.0000	\$	20.0000	Fee Based
POS Pay w/ Recon - Items	921	\$0.0500	\$	46.0292	Fee Based
PAYEE NAME VERIFICATION	0	\$0.0300	\$	-	Fee Based
Recon/PosPay/CPR/POSPAY/PAYEE D/T - File Delivery	1	-	-	-	-
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL Business Banking	1	-	-	-	-
CMOL/DLTY - CD Loaded Items	67	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	805	-	-	-	-
CMOL/DLTY Busbank - Image Retrieved (w/ a fee rate)	0	\$0.0500	\$	0.0125	Fee Based
CMOL/DLTY Busbank - Stop Pay-6 Mth (w/ a fee rate)	3	\$5.0000	\$	14.1667	Fee Based
DLTY Stop Payment Cancel	0	-	-	-	-
ZBA Account Maint	1	\$10.0000	\$	10.0000	Fee Based

7. Payroll

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	20	\$0.0700	\$	1.3883	Fee Based
Checks Paid & Other Debits	127	\$0.0700	\$	8.9192	Fee Based
Check Paid - Reject	1	\$8.0000	\$	4.6667	Fee Based
CMOL Non Repetitive Wire	-	\$5.5000	\$	-	-
CMOL/DLTY Repetitive Wire	2	\$5.5000	\$	11.9167	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Debit Blanket Block Maint	-	\$5.00	\$	-	Fee Based
ACH TRANS BLOCK AUTHORIZED ID	-	\$0.25	\$	-	Fee Based
ACH Notification of Change	23	\$2.0000	\$	46.0000	Fee Based
DELETION/REVERSAL - ELEC	-	\$2.5000	\$	-	Fee Based
ACH Monthly Maintenance	1	\$15.0000	\$	15.0000	Fee Based
Total ACH Originated Items	3,113	\$0.0700	\$	217.9100	Fee Based
ACH Originated Addenda Records	-	\$0.0110	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	-
ACH Debit Blanket Block Maintenance	1	\$5.0000	\$	5.0000	Fee Based
ACH TRANS BLOCK AUTHORIZED ID	-	\$0.2500	\$	-	Fee Based
CMOL/DLTY ACH File/Batch	4	\$2.5000	\$	10.0000	Fee Based
Partial Recon Maintenance	1	\$15.0000	\$	15.0000	Fee Based
Partial Recon Items	128	\$0.0500	\$	6.4000	Fee Based
CD-ROM Maintenance	-	\$30.0000	\$	-	Fee Based
CD-ROM Items	122	-	-	-	-
CD-ROM Multiple Account Fee	1	-	-	-	-
CD-ROM Disk	-	\$30.0000	\$	-	Fee Based
CD-ROM Duplicate Disk	-	\$30.0000	\$	-	Fee Based
CMOL Positive Pay Image	-	\$0.0000	\$	-	-
CPR/POS PAY/Payee Exceptions	0	\$4.0000	\$	0.6667	Fee Based
PAYEE NAME VERIFICATION	0	\$0.0300	\$	-	Fee Based
POS Pay w/ Recon - Maintenance	1	\$20.0000	\$	20.0000	Fee Based
POS Pay w/ Recon - Items	122	\$0.0500	\$	6.0750	Fee Based
Recon/PosPay/CPR/POSPAY/PAYEE D/T - File Delivery	1	-	-	-	-
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL/DLTY Business Banking	1	-	-	-	-
CMOL/DLTY - CD Loaded Items	30	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	9	-	-	-	-
CMOL Busbank - Stop Pay-6 Mth (w/ a fee rate)	-	-	-	-	-
CMOL/DLTY Busbank - Image Retrieved (w/ a fee rate)	0	\$0.0500	\$	0.0083	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based

ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	Fee Based
CMOL/CD Acct Maint	-	-	-	-	-
ZBA Account Maintenance	1	\$10.0000	\$	10.0000	Fee Based

8. Returned Checks and Change Fund

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	2	\$0.0700	\$	0.1336	Fee Based
Checks Paid & Other Debits	2	\$0.0700	\$	0.1517	Fee Based
Coin Order Per Roll	4	\$0.1000	\$	0.4167	Fee Based
Currency Sales	625	-	-	-	-
Check Images with Statement	1	-	-	-	-
RDI Special Handling Maintenance	1	\$8.0000	\$	8.0000	Fee Based
ACH Debit Blanket Block Maintenance	1	\$5.0000	\$	5.0000	Fee Based
ACH Received Credit	-	\$0.0700	\$	-	Fee Based
ACH Received Debit	-	\$0.0700	\$	-	Fee Based
ACH Positive Pay Monthly Maint	-	\$5.0000	\$	-	-
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL/DLTY Business Banking	1	-	-	-	-
CMOL - CD Loaded Items	-	-	-	-	-
CMOL Busbank - PD Loaded Items (w/ a fee rate)	-	-	-	-	-
ZBA Account Maintenance	1	\$10.0000	\$	10.0000	Fee Based

9. Health Insurance (fee breakdown not available)

Monthly Service Charge	\$	144.64	-	-	-
			\$	-	
			\$	-	

10. Off Campus ID Card

Maintenance Fee	1	\$5.0000	\$	5.0000	Fee Based
Credits Posted	0	\$0.0700	\$	0.0058	Fee Based
Checks Paid & Other Debits	-	\$0.0700	\$	-	Fee Based
Check Paid - Reject	-	\$8.0000	\$	-	Fee Based
CMOL Non Repetitive Wire	-	\$5.5000	\$	-	Fee Based
CMOL Repetitive Wire	-	\$5.5000	\$	-	Fee Based
Check Images with Statement	-	-	-	-	-
CMOLINE Wire Maint	-	-	-	-	-
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	-
ACH Received Credit	1	\$0.0700	\$	0.0700	Fee Based
ACH Received Debit	21	\$0.0700	\$	1.4350	Fee Based
ACH Notification of Change	-	\$2.0000	\$	-	Fee Based
ACH Return Notice - Fax/Email	-	\$2.0000	\$	-	Fee Based
ACH Monthly Maint	-	\$15.0000	\$	-	Fee Based
Total ACH Originated Items	-	\$0.0700	\$	-	Fee Based
	-	\$0.0700	\$	-	Fee Based
ACH Originated Addenda Records	-	\$0.0110	\$	-	Fee Based
ACH Positive Pay Monthly Maintenance	1	\$5.0000	\$	5.0000	Fee Based
ACH Debit Blanket Block Maint	-	\$5.0000	\$	-	Fee Based
ACH TRANS BLOCK AUTHORIZED ID	-	\$0.2500	\$	-	Fee Based
CMOL ACH File	-	-	-	-	-
Partial Recon Maintenance	-	\$15.0000	\$	-	Fee Based
Partial Recon Items	-	\$0.0500	\$	-	Fee Based
CD-ROM Maintenance	-	\$30.0000	\$	-	Fee Based
CD-ROM Items	-	-	-	-	-
CD-ROM Multiple Account Fee	-	-	-	-	-
CD-ROM Disk	-	\$30.0000	\$	-	Fee Based
CD-ROM Duplicate Disk	-	\$30.0000	\$	-	Fee Based
CMOL Positive Pay Image	-	\$0.0000	\$	-	Fee Based
POS Pay w/ Recon - Maint	-	\$20.0000	\$	-	Fee Based
POS Pay w/ Recon - Items	-	\$0.0500	\$	-	Fee Based
Recon/PosPay - File Delivery	-	\$5.0000	\$	-	Fee Based
PAYEE NAME VERIFICATION	0	\$0.0300	\$	-	Fee Based
CMOL/DLTY CD Acct Maintenance Com/Busbank	1	-	-	-	-
CMOL/DLTY Business Banking	1	-	-	-	-
CMOL/DLTY - CD Loaded Items	22	-	-	-	-

TOTAL MONTHLY COST

2,703.67

Proforma Disclaimer - Volumes and Balances contained within this Pro Forma are based on information shared by Western Kentucky University (WKU) and are priced to the best of our ability. Actual volumes and balances may be different, which will result in different charges than are specified above. Service fees are based on assumptions made from information gathered during RFP process and information contained within the RFP itself. Fee results may vary depending on how certain services are setup by WKU during the implementation phase. Additional ancillary fees may apply based on account/service usage. Additional discussions may be warranted to finalize pricing more accurately. Note: items highlighted in yellow are those that JPMC could not find a viable comp for within the WKU spreadsheet provided.

*** Uncollected Funds Charge** - 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. Interest and overdraft fees can be offset by an earnings credit allowance and may be assessed on a per-occurrence basis. There is also a per occurrence fee for each day an account maintains a EOD negative collected balance.

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

J.P. Morgan additional incentives:

- **Annual billing cycle** allowing the University to offset more fees with balances by leveraging peak balance periods during the year
- Six-month waiver of account analysis fees from account opening for new accounts and services
- Up to three **free remote deposit scanners**
- Waiver of one-time programming fees during implementation period, excluding value-add services (e.g. Concourse, Check Print, etc.) to be priced separately and proposed upon apart from the RFP
- Annual credit of \$1,000 to cover deposit slips, endorsement stamps and tamper evident plastic depository bags.

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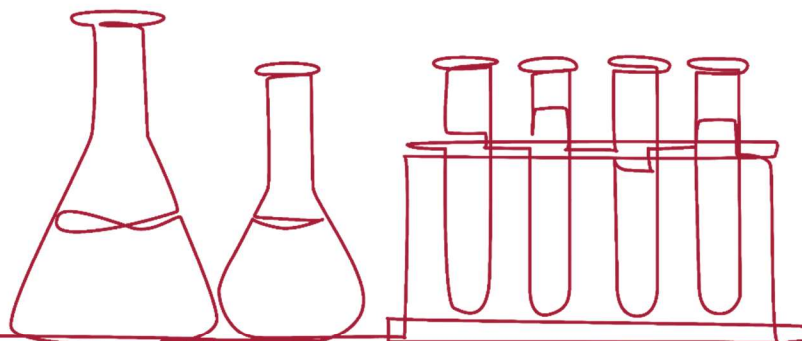
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U.S. SELECT MERCHANT PROCESSING AGREEMENT

THIS U.S. SELECT MERCHANT PROCESSING AGREEMENT (the “**Agreement**”) is entered into by and between **JPMorgan Chase Bank, N.A.**, a national banking association (“**Chase**”), **Paymentech, LLC**, a Delaware limited liability company also known as Chase Merchant Services, (“**CMS**”), and **Western Kentucky University** (“**Merchant**”).

WHEREAS, Chase is a member of several Card Networks and CMS is authorized, through Chase, to process the Merchant’s Transactions; and

WHEREAS, Merchant wishes to accept Cards from its Customers as a method of payment for goods or services offered by Merchant;

ACCORDINGLY, in consideration of the mutual promises made and the mutual benefits to be derived from this Agreement, CMS, Chase and Merchant agree to the following terms and conditions intending to be legally bound:

1. General Services.

1.1 Services; Technical Discovery Process.

CMS agrees to provide authorization, conveyance, settlement and related services with respect to Merchant’s Transactions, together with those additional ancillary services identified or described in any schedule, addendum or amendment hereto (the “**Services**”). Except as otherwise agreed in writing between the parties, this Agreement shall apply only to Merchant’s Transactions originating in the U.S. The parties acknowledge that the pricing set forth in this Agreement, and CMS’ ability to provide the Services set forth herein is dependent upon satisfactory completion of a technical discovery process related to Merchant’s specific technical implementation requirements. In the event that such process reveals any significant costs, expenses, development requirements or technical obstacles not currently known to CMS and which materially impact CMS’ ability to implement and provide the Services for Merchant (or the cost to CMS of doing so), the parties agree to discuss such issues in good faith in an attempt to resolve such issues; provided, however, that in the event that such matters cannot be resolved in a manner satisfactory to the parties, either party shall be entitled to terminate the Agreement with no further obligation hereunder.

1.2 Exclusivity.

CMS shall be Merchant’s exclusive provider of the Services with respect to those methods of payment supported by CMS, and accepted by Merchant. Without limiting the generality of the foregoing, Merchant agrees that it will send to CMS exclusively (and not to any other merchant acquirer) all of its Transactions involving Eligible Chase Cards for processing as Chase Transactions under this Agreement.

1.3 Compliance with Applicable Laws and Card Network Rules.

CMS and Merchant agree to perform their respective obligations under this Agreement in compliance with all applicable Card Network Rules and in compliance with all applicable federal, state and local laws and regulations. Merchant shall not, through act or omission, cause CMS or Chase to violate any Card Network Rules. Merchant shall not submit any Transaction that it knows to be illegal. Merchant acknowledges receipt of the ChaseNet Rules and agrees to abide by the ChaseNet Rules with respect to all Chase Transactions. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if CMS reasonably suspects that it was prepared in violation of any provision of this Agreement, applicable law, or the Card Network Rules. Merchant agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Card Networks on Merchant, Chase or CMS as a result of Merchant’s actions, omissions, Transactions or Chargebacks, including without limitation, Merchant’s failure to comply with the Card Network Rules, ChaseNet Rules, this Agreement or Security Standards (the “**Card Network Liabilities**”). CMS shall provide Merchant with prompt written notification of any Card Network Liabilities of which it receives notification from the Card Networks. In the event that Merchant desires to contest or appeal any such Card Network Liabilities, and such contest or appeal is permitted under the applicable Card Network Rules, CMS shall reasonably assist and cooperate with Merchant, and reasonably advocate on Merchant’s behalf, in connection with such contest or appeal, provided, however, that Merchant shall be responsible for the payment of any appeal fees or other direct costs associated therewith.

2. Authorization and Settlement.

2.1 Submission of Data.

Merchant shall submit all of its Transactions to CMS electronically in accordance with CMS' standard protocols, specifications, formats and procedures for the creation and transmission of data to CMS. CMS shall not be liable or responsible for (i) the authenticity, or accuracy, of transaction data received from Merchant, or (ii) the corruption, loss, alteration, theft, or destruction of Transactions or Transaction data, during transmission of such data to CMS (by Merchant or its Service Provider), and CMS shall be entitled to rely on data received from or on behalf of Merchant in the discharge of its obligations hereunder.

2.2 Authorizations.

Merchant shall obtain an authorization code through CMS for each Transaction and CMS reserves the right to refuse to process any Transaction presented by Merchant unless it includes a proper authorization. Merchant acknowledges that authorization of a Transaction does not constitute a representation from CMS, a Card Network, or a card-issuing bank that a particular Transaction is in fact valid or undisputed.

2.3 Merchant's Settlement Account.

Merchant shall designate and maintain one or more accounts to be used exclusively for business purposes and that are capable of receiving ACH or wire transfers and that permits CMS to debit and credit such account for amounts due under this Agreement (collectively referred to as "Settlement Account"). Merchant authorizes CMS or its authorized agent(s) to initiate electronic credit and debit entries (via ACH, wire transfer, or other means) to the Settlement Account, or to any other bank account designated by Merchant in writing, at any time and from time to time, for amounts due under this Agreement, without regard to the source of any monies therein, and this authority will remain in full force and effect until all amounts which are or may reasonably become due from Merchant under this Agreement have been paid in full. During the term of this Agreement, and for one hundred eighty (180) days thereafter or such longer period of time as CMS may notify Merchant as reasonably required for the payments of amounts due under this Agreement, Merchant shall not close or revoke its consent to debit its Settlement Account without giving CMS at least ten (10) business days' prior written notice and designating another Settlement Account. Merchant shall be liable for all fees, costs, and overdrafts associated with the Settlement Account.

2.4 Transfer of Settlement Funds.

CMS shall submit Merchant's Transactions to the applicable Card Network (or, with respect to Transactions involving Eligible Chase Cards, to Chase for processing as Chase Transactions to the extent Schedule A sets forth pricing specific to Chase Transactions). Promptly after CMS receives funds for Merchant's Transactions from the applicable Card Network, CMS will fund the Settlement Account. Transactions received after the established cutoff time will be combined with the next business day's transactions. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Card Networks or Merchant's bank. The funds payable to Merchant in this Section shall be equal to the total Transaction amounts minus the sum of the following: (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay; (b) all Chargebacks and Refunds; (c) any required Reserve Account amounts; (d) any Card Network Liabilities and (e) any and all amounts due and payable by Merchant to CMS or any Affiliate of CMS, whether or not Merchant or such Affiliate is in default in its obligations to CMS or such Affiliate. Merchant agrees that all fees and other amounts are due and payable at the time the Services are performed or such fees or amounts are incurred. In the event CMS does not deduct any such amounts from Merchant's proceeds when such amounts first become due and payable, CMS may collect such amounts in any manner set forth for the collection of amounts due, as set forth in this Agreement. With respect to certain Card Networks, CMS does not offer settlement of funds, and instead conveys Transactions to the Card Network on Merchant's behalf for settlement directly by the Card Network to Merchant. With respect to such conveyance services, (i) CMS is not responsible for the funding and settlement of Transactions, which shall be governed by any applicable agreement as may be in place (or required by the Card Network to be in place) directly between Merchant and the Card Network, and (ii) CMS may share certain information about Merchant with such Card Network (e.g. Merchant's name, taxpayer ID, and Settlement Account information) in accordance with their rules or as needed to allow Merchant's acceptance of such Card Network's Cards.

2.5 Collection of Amounts Due.

In addition to any other rights and remedies CMS may have under this Agreement, CMS may pursue one or more of the following options with respect to amounts due under this Agreement:

- (a) withhold all or some of Merchant’s settlement funds (or any other funds that would otherwise be payable by CMS to Merchant) and apply them against the amounts due;
- (b) debit the Settlement Account for the amounts due;
- (c) request and receive prompt payment for such amounts; and
- (d) apply funds held in any existing Reserve Account against the amounts due.

2.6 Reserve Account.

If:

- (a) there is a material adverse change in Merchant’s financial condition or its payment record with creditors, or Merchant fails to comply with its obligations in Section 9.1 or Section 9.2;
- (b) Merchant begins accepting payment in advance of the shipment of goods or fulfillment of services, or materially increases the amount of time between Merchant’s acceptance of payment and the anticipated shipment or delivery of goods or fulfillment of services;
- (c) Merchant receives a number of Chargebacks in excess of one percent (1%) of its total number of Transactions over a period of sixty (60) or more consecutive days, or CMS is notified by any Card Network of Merchant’s inclusion in any chargeback monitoring or similar risk-based program, or of any Card Network Liabilities to be assessed as a result of Merchant’s Chargebacks;
- (d) CMS has received notification from any Card Network(s) or has otherwise become aware of any material violation of the Card Network Rule(s), causing CMS to believe that it is reasonably likely to be subject to Card Network Liabilities;
- (e) CMS reasonably suspects fraud or other illegal activity;
- (f) either party provides notification of non-renewal or termination of this Agreement, or this Agreement is terminated for any reason; or
- (g) required by CMS, and communicated to Merchant in writing prior to the execution of this Agreement, as a condition of CMS’ entering into this Agreement;

then CMS may designate an amount of funds that shall be funded by Merchant and maintained by CMS to protect CMS against the reasonably anticipated risk associated with Merchant’s account (such funds being hereinafter referred to as the “Reserve Account”). Any required Reserve Account shall be due upon request, and may be collected by CMS in any manner provided in this Agreement for the collection of amounts due. The amount of such Reserve Account shall not exceed the sum of (i) one month’s average fees including without limitation, processing fees, interchange assessments and third-party fees collected by CMS; plus (ii) one month’s average monthly Chargebacks multiplied by six; plus (iii) one month’s average monthly Refunds multiplied by two; plus (iv) the aggregate value of Transactions, if any, submitted by Merchant to CMS with respect to goods and/or services not yet delivered to Customers; plus (v) the amount of any Card Network Liabilities reasonably anticipated by CMS. For purposes of this calculation, each monthly average shall be calculated over the immediately preceding consecutive twelve (12) month period (or, if CMS has not yet been processing for Merchant for twelve (12) consecutive months, such shorter period of time as CMS may have been processing for Merchant or the parties may otherwise agree). CMS may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable by CMS to Merchant against, the satisfaction of any amounts due from Merchant pursuant to this Agreement. Funds in the Reserve Account will be held and controlled by CMS, will not bear interest, and may be commingled with other funds, (but will be accounted for separately). Merchant shall have no interest in the Reserve Account other than a contingent right to receive funds, as set forth below. Reserve Accounts (and CMS’ right to require a Reserve Account after termination of this Agreement as set forth above) shall survive termination of the Agreement. Upon satisfaction of all of Merchant’s reasonably anticipated obligations under this Agreement and the expiration of the applicable timeframes for Chargebacks (as set by the various Card Networks), CMS will return to Merchant any unused funds remaining in the Reserve Account. In addition, upon Merchant’s request from time to time, but in no event more than once per month, CMS will review the risk associated with Merchant’s account and as needed adjust the amount currently held in the Reserve Account and return to Merchant any funds in the Reserve Account which CMS no longer believes to be reasonably necessary to cover the remaining risk.

3. Reporting.

CMS will provide online access to reporting reflecting the activity of Merchant’s account(s) and allowing Merchant to generate detailed statements of such activity. Merchant agrees that it has responsibility to monitor its account activity and that it waives all claims against CMS for any errors that are not reported to CMS within ninety (90) days from the posting of the activity in Merchant’s online account report.

4. Future Deliverables; Refunds; Chargeback Liability.

4.1 Future Deliverables.

Unless CMS has agreed in writing in advance, Merchant shall not submit Transactions to CMS (including in connection with any installment sales or deferred payment plans) until (i) the goods are delivered or shipped or (ii) the services are performed. The foregoing restriction applies to installment sales, deferred payment plans and recurring transactions.

4.2 Refunds.

To the extent required by the Card Network Rules, Merchant shall maintain a written policy with regard to Refunds and shall disclose or make available such policy to its Customers. Upon request, Merchant shall make such policy available to CMS. Merchant shall not accept any payment from a Customer as consideration for issuing a Refund. Except to the extent permitted by the Card Network Rules or expressly required by applicable law, Merchant shall not give cash (or cash equivalent) refunds to a Customer in connection with a prior Transaction. Unless otherwise required by the ChaseNet Rules or Card Network Rules, any Refunds shall be prepared and submitted to CMS within three (3) days of Merchant's approval of Customer's request for such Refund. Merchant shall have liability for all Refunds submitted by Merchant, its employees, agents or representatives, or by third parties using Merchant's identification number without Merchant's authorization, except where such third party obtained Merchant's identification number as a result of the negligence of CMS.

4.3 Chargeback Liability.

Merchant shall have full liability for all Chargebacks assessed to CMS in accordance with the applicable Card Network Rules; provided, however, that in the event that any Chargeback is ultimately reversed in favor of Merchant, CMS shall refund Merchant for the amount thereof. Merchant shall use reasonable efforts to provide CMS with all necessary data relating to the investigation and management of any reasonably suspected fraud or fraudulent Transactions that is reasonably requested by CMS (such data to be used by CMS and Chase for fraud protection and prevention purposes only).

5. Fees; Adjustments.

5.1 Schedule A.

Merchant shall pay all fees and amounts (e.g. interchange and assessments) set forth in this Agreement (including, without limitation, those set forth on Schedule A hereto). Unless otherwise indicated on Schedule A, Merchant shall be solely responsible for all communication expenses required to transmit Transactions to CMS. For each file or batch submitted by Merchant, CMS will group the Transaction data by Transaction characteristics, including, without limitation, type of Transaction, method of payment, and interchange qualification category. For each such group, CMS will calculate the applicable fees to two decimal places. The fees for each will be rounded to the nearest full cent using conventional mathematical rounding logic for currency.

5.2 Price Adjustments.

- (a) General. Fees set forth in this Agreement are based upon Merchant's annual volume, average Transaction size, as set forth in Schedule A, or in any amendment to this Agreement, and other information provided by Merchant. To the extent any of the foregoing proves to be materially inaccurate, CMS may modify Merchant's pricing set forth in this Agreement upon thirty (30) days' prior written notice. In addition, at the Repricing Intervals, the pricing may be amended by CMS upon thirty (30) days' written notice. In the event of a modification of Merchant's pricing, whether such modification is at a Repricing Interval or due to volume and/or transaction size, Merchant shall be entitled to terminate this Agreement by providing CMS with notice of termination no later than ninety (90) days after Merchant's receipt of notification of such increase. In addition, Merchant's fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, or other Card Network fees, (ii) any new or additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement, Schedule A or as otherwise agreed by the parties in writing. Merchant shall pay all such fees, as so adjusted. Each such adjustment shall become effective upon the date the corresponding increase or additional fee is implemented by the Card Network or third party provider.
- (b) Chase Transaction Pricing. CMS shall be entitled at any time, upon thirty (30) days' written notice, to modify the pricing applicable to Merchant's Chase Transactions; provided, however, that in such event, Merchant shall be entitled to discontinue having its Eligible Chase Cards processed as Chase Transactions by providing CMS with notice thereof, in which case all Transactions involving Eligible Chase Cards shall be processed by CMS as normal Visa Transactions, subject to the pricing set forth in Schedule A for Visa Transactions, and subject to normal Visa interchange rates and network fee pass-through. For the purpose of reviewing, evaluating and (if applicable) modifying Merchant's Chase

Transaction pricing, Merchant authorizes CMS to use Merchant's non-Chase Transaction processing data and pricing, including, without limitation, the qualification levels and interchange rates applicable to its non-Chase Transactions.

5.3 Custom Interchange Rates.

Merchant agrees that CMS will not be responsible for honoring or implementing any custom interchange rate(s) which Merchant may have negotiated, or may in the future negotiate, directly with the Card Networks (a "Custom Rate") unless Merchant notifies CMS of such rate in writing and CMS agrees in writing to implement such Custom Rate. Merchant agrees that implementation of any Custom Rate may require time and development work, and, as a condition of doing so, CMS may require Merchant to pay a development fee (to be mutually agreed between the parties). In addition, Merchant agrees to notify CMS in writing of any published tier interchange rates and/or any industry-specific interchange programs (such as those for the utility and debt repayment industries) in which Merchant believes it is eligible to participate, and CMS shall not be responsible for implementing any such rates or programs unless it has been so notified by Merchant.

6. Term; Termination.

6.1 Term.

This Agreement takes effect upon the Effective Date or the date on which it first becomes signed by all parties hereto (i.e. the date on which the last party to the Agreement signs), and continues for ten (10) years from such Effective Date. At the Repricing Intervals the pricing may be amended by CMS, upon 30 days' written notice. In the event revised pricing cannot be agreed upon at a Repricing Interval, Merchant shall be entitled to terminate this Agreement by providing CMS with notice of termination no later than ninety (90) days after Merchant's receipt of notification of such increase. Unless otherwise terminated by either party as provided in this Agreement, this Agreement will automatically renew for successive one-year terms. Either party may give notice of non-renewal of this Agreement in writing no more than ninety (90) days and no less than thirty (30) days prior to any expiration date.

6.2 Events of Default.

In the event that either party fails in any material respect to comply with any provision, term, warranty, condition, covenant, or agreement contained in this Agreement, including, without limitation, the Card Network Rules and Security Standards, or any representation in this Agreement is or was false or incorrect in any material respect when made (any such event, an "Event of Default"), and such party fails to cure such Event of Default within thirty (30) days of its receipt of written notification from the non-defaulting party specifying such Event of Default, then the non-defaulting party shall be entitled to terminate this Agreement upon written notice of termination; provided, however, that no cure period shall be allowed, and CMS shall be entitled to terminate this Agreement immediately, in the event that Merchant fails in any material respect to perform any of its obligations with respect to the funding or establishing of a Reserve Account, as detailed in [Section 2.6](#) above.

6.3 Other Termination Events.

In addition, CMS shall be entitled to terminate this Agreement immediately upon written notice to Merchant in the event of any of the following:

- (a) Merchant is placed in any Chargeback monitoring or similar risk-based program designated by any Card Network for merchants with high levels of Chargebacks or presenting high levels of risk, and are not removed from such program by the applicable Card Network within ninety (90) days;
- (b) CMS reasonably determines Merchant, based on its financial statements, payment record with creditors, and other relevant factors, to be financially insecure and unlikely to be able to meet its obligations under this Agreement;
- (c) any Card Network: (i) notifies CMS or Chase that it is no longer willing to accept Merchant's Transactions; (ii) requires CMS or Chase to terminate or limit this Agreement or Merchant's ability to accept Cards; or (iii) imposes unduly burdensome, costly or impractical conditions or requirements relating to Merchant or Merchant's transactions;
- (d) a party or any individual entity or organization holding any material ownership interest in such party or any officer or director of such party, is determined at any time to be an individual, entity, or organization (i) with whom the other parties are prohibited from dealing by any United States law, regulation or executive order, including names appearing on the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals and Blocked Persons List, or (ii) that is listed in one or more databases of terminated or high risk merchants maintained by the Card Networks;
- (e) Merchant (i) ceases to exist (other than as a result of a permitted assignment or sale by such party) or to conduct its normal and customary business operations, or (ii) is convicted of or pleads no contest to a felony charge;

- (f) CMS reasonably believes that Merchant (i) is involved in a material violation of applicable law or other domestic or foreign law or regulation; (ii) has or is engaged in bribery, fraud, money laundering or corruption; or (iii) has otherwise become the subject of public disrepute, contempt, or scandal that CMS reasonably determines may cause a material adverse impact on the reputation and goodwill of CMS, Chase, or any Card Network, regardless of whether such controversy relates to this Agreement;
- (g) Merchant is in material breach or default of any term, condition, covenant, representation, or warranty contained in any credit facility, loan document or other agreement between Merchant and Chase or any Affiliate of Chase (and such breach is not cured in any applicable cure period provided in such document);
- (h) Merchant does not transmit Transactions to CMS for a period of more than one hundred eighty (180) consecutive days;
or
- (i) Merchant issues Bearer Shares or Merchant is a Bearer Share Company.

6.4 Account Activity After Termination.

After termination of this Agreement, Merchant shall continue to be liable for Chargebacks, Refunds, fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement. If Merchant submits Transactions to CMS after the date of termination, CMS may, but is not required to process such Transactions in accordance with and subject to all of the terms of this Agreement.

7. Indemnification.

7.1 CMS.

CMS agrees to indemnify and hold harmless Merchant and its Affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, Merchant’s costs, expenses, and reasonable attorneys’ fees) arising out of any third party claim or complaint relating to: (a) CMS’ noncompliance with Card Network Rules, the Security Standards, or the terms of this Agreement; (b) a Data Compromise Event of CMS or its service providers; (c) any voluntary or involuntary bankruptcy or insolvency proceeding by or against CMS; or, (d) CMS’ violation of applicable federal, state or local laws and regulations. This indemnification does not apply to any claim or complaint to the extent caused by Merchant’s own negligence, recklessness or willful misconduct. The indemnification provided under this Section shall survive termination and is subject to the limitation of liability set forth in Section 11 of this Agreement.

7.2 Merchant.

Merchant agrees to indemnify and hold harmless CMS, the Card Networks, and their respective Affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys’ fees) arising out of any third party claim or complaint relating to: (a) any dispute concerning a Transaction for goods or services sold by Merchant; (b) Merchant’s noncompliance with the Card Network Rules or the Security Standards, or the terms of this Agreement; (c) a Data Compromise Event of Merchant or its Service Providers; (d) any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or (e) Merchant’s violation of applicable federal, state or local laws and regulations. This indemnification does not apply to any claim or complaint to the extent it is caused by CMS’ own negligence, recklessness or willful misconduct. The indemnification provided under this Section shall survive termination and is subject to the limitation of liability set forth in Section 11 of this Agreement.

7.3 General.

Whenever an indemnified person believes it is entitled to indemnification hereunder with respect to a claim, the indemnified person will provide the indemnitor with prompt written notification of such claim (it being understood that failure to provide such notice promptly will not relieve indemnitor of its obligation to defend such claim as long as the indemnitor’s ability to defend the claim was not materially prejudiced by such failure), and the indemnified person will tender the sole control of the defense and settlement of the indemnified claim to indemnitor. When the indemnitor assumes the defense of a claim, the indemnified person will reasonably cooperate with indemnitor in the defense of the claim. No settlement or compromise that imposes any liability or obligation on any indemnified person will be made without the indemnified person’s prior written consent (not to be unreasonably withheld).

8. Confidential Information; Use of Data; Card Industry Compliance.

8.1 Confidentiality.

- (a) Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential (“**Confidential Information**”). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Information meeting the definition of Confidential Information that is disclosed by a party during the term of this Agreement and that is not otherwise subject to a separate nondisclosure agreement between the parties will be considered Confidential Information, even if the information is unrelated to this Agreement or the Services to be provided hereunder. Each party’s Confidential Information includes its: (i) business plans, strategies, forecasts, projects and analyses; (ii) financial information and fee structures (including CMS’ pricing and pricing proposals); (iii) business processes, methods and models; (iv) employee, customer, dealer, business partner and supplier information; (v) hardware and system designs, architectures, structure and protocols; (vi) product and service specifications; and (vii) the terms of this Agreement. The following information shall be deemed the Confidential Information of CMS: (x) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by CMS; (xi) any attestation of compliance or similar letter or report provided by CMS with respect to its compliance with the Security Standards; (xii) any data and information (including data analytics and attribution data) about Chase Customers provided to Merchant by CMS or any of its Affiliates; (xiii) Card Information associated with a Chase Card or Chase Customer; and (xiv) the fact that any Customer(s) is/are a Chase Customer. For Transactions that are processed under this Agreement, information (other than Card Information associated with a Chase Card) that is customarily part of the payment transaction (e.g., transaction date and amount) may be utilized by each of the parties subject to the Security Standards, Card Network Rules and ChaseNet Rules, as applicable, and shall not be deemed the Confidential Information of any party.
- (b) Except as otherwise permitted under this Agreement or with the prior written consent of the disclosing party, the receiving party will not disclose, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the disclosing party to any third party. The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the disclosing party as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). CMS and Chase may disclose Merchant’s Confidential Information: (i) to the Card Networks in connection with the processing of Transactions and the provision of ancillary services (including services made available directly through the Card Networks such as Address Verification and Account Updater, if used by Merchant) and activity for which such disclosure is otherwise required (e.g., Retrieval Requests, Chargeback adjudication, fraud detection and prevention); (ii) to its or its subcontractors’ employees, consultants or agents for the purpose of performing its obligations under this Agreement and only to those who are obligated to maintain the confidentiality of Merchant’s Confidential Information upon terms similar to those contained in this Agreement; and (iii) as may be necessary by reason of legal, accounting or regulatory requirements.
- (c) The obligations set forth in this Section do not apply to any Confidential Information that the receiving party can demonstrate: (i) the receiving party possessed prior to disclosure by the disclosing party, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by the receiving party; (iii) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party or its Affiliates. Either party may disclose the terms of this Agreement to potential parties to acquisition, divestiture or similar transactions to facilitate due diligence and closing of the transaction, provided that potential party is subject to written non-disclosure obligations and limitations on use only for the prospective or closed transaction, each party to that transaction using commercially reasonable efforts to limit the extent of the disclosure.
- (d) If the receiving party is legally required to disclose any Confidential Information of the disclosing party in connection with any legal or regulatory proceeding, the receiving party will, if lawfully permitted to do so, endeavor to notify the disclosing party within a reasonable time prior to disclosure and to allow the disclosing party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of this Agreement. If these protective measures or other remedies are not obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Confidential Information. However, nothing contained in this Agreement will restrict CMS’ or Chase’s ability to disclose Merchant’s Confidential Information to regulatory or governmental bodies asserting jurisdiction over CMS or its Affiliates.

8.2 Use of Data.

- (a) General. Certain Merchant Confidential Information, including without limitation, financial information, information related to Merchant's Transactions, and other information that Merchant provides to CMS may be shared by CMS or Chase with its Affiliates and the Card Networks. Except as otherwise agreed by the parties in writing, CMS shall not otherwise use or disclose such information other than, (i) as necessary to process Merchant's Transactions or otherwise provide services and maintain Merchant's account pursuant to this Agreement; (ii) for CMS' and Chase's internal and operational purposes; (iii) to monitor, detect, prevent, reduce, or otherwise address fraud, risk, security, or technical issues; (iv) to enhance or improve CMS' and Chase's products and services generally; or (v) as required or permitted by the Card Networks or applicable law. CMS and Chase may use and/or share with third parties information derived from Transactions provided that it is either aggregated or de-identified (meaning that reasonable steps have been taken to ensure that the information does not identify Merchant and does not identify any individual person).
- (b) Referral Partner. If applicable, CMS may also share and exchange such information with any Referral Partner (as defined below), as reasonably necessary to administer any referral or similar program between Referral Partner and CMS. This may include the sharing or exchanging of Merchant information for the purposes of calculating any referral fees payable in connection with, and otherwise implementing and maintaining such program, and, in some cases, servicing and managing Merchant's account. The information that may be shared or otherwise exchanged may include Merchant's name, identification/account number, transaction volume, card summary, status with CMS (e.g. the existence and terms of this Agreement, whether Merchant's application was accepted or declined, and whether this Agreement has terminated or expired), Merchant's status with Referral Partner (e.g. membership or participation in any Referral Partner organization or program), and such other information that is reasonably necessary for the purposes described above. Merchant understands and agrees that CMS shall not be responsible for Referral Partner's subsequent use or disclosure of such information.

8.3 Payment Card Industry Compliance.

- (a) Each party agrees to comply with all applicable Security Standards.
- (b) Merchant further agrees to provide CMS, upon its request, with such tests, scans, and assessments of Merchant's compliance with Security Standards as may from time to time be required by the Card Network Rules in order for CMS to confirm or validate Merchant's compliance with the Security Standards.
- (c) Merchant understands that its or its Service Providers failure to comply with the Card Network Rules, including the Security Standards, may result in Card Network Liabilities for which Merchant shall be responsible.
- (d) Merchant shall immediately notify CMS of its use of any Service Provider(s), and Merchant is responsible for ensuring that any and all Service Providers and third-party payment software or applications used by Merchant to transmit, store or process Card Information, are compliant with all applicable Security Standards and appropriately registered with, or otherwise recognized as being compliant with the Security Standards, by all applicable Card Networks.
- (e) If a forensic examination of Merchant or any of Merchant's Service Providers is required pursuant to the Card Network Rules, Merchant agrees to engage an approved PCI Forensic Investigator ("PFI") (a list of which is available from the PCI Council), and cause such forensic examination to be completed within the timeframe required by the Card Network Rules, and cooperate with the PFI in connection therewith. Notwithstanding the foregoing, the Card Networks may directly engage, or demand that CMS engage, an examiner on behalf of the Merchant in order to expedite the investigation of a Data Compromise Event, and/or may require CMS to investigate such Data Compromise Event. Merchant agrees to pay for all costs and expenses related to any required forensic examination. Furthermore, if Merchant is undergoing a forensic investigation at the time this Agreement is executed, Merchant shall fully cooperate with the investigation and agrees to continue so cooperating until the investigation is completed.

8.4 Access to Information.

Merchant shall be responsible for ensuring that only employees and representatives with a need to know shall have access to Card Information. Merchant may, from time to time, designate certain employees or representatives for which CMS shall provide access (via login credentials or otherwise) to Merchant reporting, which may include access to Card Information. Merchant shall be responsible for any unauthorized access to such information or any unauthorized transactions submitted, utilizing the login credentials of Merchant's employees and representatives. In the event that any employee or other representative previously designated by Merchant to CMS for purposes of allowing such access, Merchant agrees to notify CMS promptly in the event such representative ceases to be employed by or associated with Merchant, or otherwise no longer has a reasonable business need to retain such access.

9. Information About Merchant and Merchant's Business.

9.1 Additional Financial Information.

Unless Merchant is a publicly-traded company current in its required filings with the United States Securities and Exchange Commission, upon five (5) business days' written notice, Merchant agrees to furnish to CMS (i) complete audited financial statements of Merchant (or such lesser format financial statements of Merchant as CMS may agree to accept) from the most recently completed fiscal year if such request occurs more than one hundred twenty (120) days after the end of such fiscal year, and otherwise from the fiscal year immediately prior thereto, and (ii) its most recently prepared interim financial statements.

9.2 Other Information.

Merchant agrees to provide CMS at least thirty (30) days' prior written notice of: (i) any significant changes to the nature of its business, product lines or services; (ii) Merchant beginning to accept payment in advance of the shipment of goods or fulfillment of services, or materially increasing the amount of time between acceptance of payment and the anticipated delivery or shipment of goods or fulfillment of services; (iii) any sale of all or substantially all of the assets of Merchant; or (iv) any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquiring voting control of Merchant. If CMS determines such a change is material to its relationship with Merchant, CMS may refuse to process Transactions made subsequent to the change or terminate this Agreement. Merchant agrees to provide CMS with prompt written notice if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant agrees to provide CMS with any additional information CMS may request pertaining to Merchant's business or Transactions in connection with any CMS inquiries or investigation concerning suspected fraud or fraudulent Transactions.

10. ChaseNet Availability.

CMS reserves the right, at any time upon thirty (30) days' prior written notice, to discontinue the processing of Merchant's eligible Transactions as Chase Transactions, in which case Transactions involving Eligible Chase Cards (i.e. Transactions which would otherwise have been processed as Chase Transactions) shall thereafter be processed as normal Visa Transactions subject to Visa pricing as set forth on Schedule A and normal Visa interchange rates and network fee pass-through.

11. Limitations of Liability; Disclaimer of Warranties.

Under no circumstances will CMS' and Chase's combined financial liabilities arising out of or related to this Agreement exceed the total fees paid to CMS under this Agreement (net of Card Network and other third party fees including, without limitation, interchange, assessments, and Card Network Liabilities) for the six months prior to the time the liability arose; provided, however, that such limitation shall not apply with respect to CMS' indemnity obligations with respect to a Data Compromise Event pursuant to Section 7.1(b). EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CARD NETWORK LIABILITIES SHALL BE DEEMED TO BE DIRECT DAMAGES. ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CMS AND CHASE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

12. Liquidated Damages.

12.1 Early Termination.

If Merchant improperly terminates this Agreement prior to the expiration of the initial term, or CMS terminates this Agreement during the initial term due to Merchant's breach of this Agreement, then CMS will suffer a substantial injury that is difficult or impossible to accurately estimate and shall be entitled to collect Liquidated Damages (as defined below) from Merchant. Merchant agrees that the Liquidated Damages shall be calculated in the manner specified below and that such sum is not a penalty and is a reasonable and good faith estimate of CMS' probable loss.

12.2 Method of Calculation.

Liquidated Damages shall be the number of months remaining in the initial term at the time of such termination, not to exceed twenty-four (24), times the Average Net Monthly Fees (as defined below). The Average Net Monthly Fees shall equal one-sixth of the fees payable pursuant to this Agreement (net of interchange and assessments) during the six (6) months immediately preceding the earliest of: (i) the date CMS receives notice from Merchant of its intention to terminate this Agreement early; (ii) the date CMS learns of Merchant's early termination in violation of this Agreement; or (iii) the date this Agreement is terminated early. If this Agreement has been in place less than six (6) months, the Average Net Monthly Fees shall equal the average monthly fees (net of interchange and assessments) that CMS would have received based upon the information contained in the Application, Schedule A, or any addendums to the Agreement.

12.3 Effect on Other Fees.

Payment of Liquidated Damages pursuant to this Section shall in no way limit Merchant's obligation under this Agreement to pay any fees, fines, penalties or other amounts imposed by the Card Networks, nor does it prevent CMS from collecting any amounts due from the Settlement Account or Reserve Account (e.g. Chargebacks). Liquidated Damages shall be immediately due and payable in full without demand or other notice to Merchant of any kind.

13. Miscellaneous.

13.1 Taxes.

The fees described in this Agreement are exclusive of all taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay all applicable taxes and similar charges however designated (other than taxes assessed on CMS' net income) including sales, use, property, lease, excise, goods and services, value added, gross receipts and like taxes ("**Taxes**") which are imposed by any governmental authority related to the Services, equipment, supplies, software, intellectual property and other goods provided under this Agreement. Merchant also agrees to pay any Taxes imposed on interchange, assessments or other third party fees collected by CMS pursuant to this Agreement. Merchant authorizes CMS to increase the amount collected from Merchant to reflect any and all such Taxes and any assessments or increases in the Taxes imposed on such sale or lease of the Services, equipment, supplies, software, intellectual property and other goods provided under this Agreement. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant where required under applicable law and will provide to Merchant documentation required to be provided to Merchant under applicable law.

13.2 Section Headings.

The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

13.3 Assignment; Other Events.

- (a) CMS may not transfer or assign this Agreement, in whole or in part, without the prior written consent of Merchant, not to be unreasonably withheld, except that such prior written consent shall not be required in connection with: (i) the transfer of all or substantially all of the merchant acquiring business of CMS (whether by merger, stock sale, asset sale or otherwise); (ii) an internal reorganization resulting in an assignment or transfer to an Affiliate of CMS; or (iii) as permitted under the Card Network Rules, the substitution of another Card Network member for Chase, as the member bank under whose sponsorship the Services are provided.
- (b) Merchant may not transfer or assign this Agreement without the prior written consent of CMS, not to be unreasonably withheld subject to CMS' standard credit and risk underwriting policies and procedures (which shall in no event be deemed unreasonable).

13.4 Parties; Independent Contractor.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' and Service Provider's actions. In providing services to Merchant, CMS will not be acting in the capacity of agent, partner, or joint venturer; CMS is acting solely as an independent contractor.

13.5 Representations.

- (a) Merchant represents and warrants that all written information that it has or will submit to CMS, including without limitation statements made on its Application and any subsequent addendums, are true, complete and not misleading

as of the date the statements were or will be made. Merchant further represents and warrants that only its authorized representatives will submit written information to CMS. Merchant represents and warrants that it is not a Bearer Share Company and that it will not issue Bearer Shares.

- (b) CMS and Merchant each represent and warrant that its execution of and performance under this Agreement: (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement with any third party or affiliated entity; (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (iii) that the person signing this Agreement is duly authorized to do so.

13.6 Publicity.

Except to the extent required by applicable law, neither party shall make press releases or similar public statements regarding the business relationship that is the subject of this Agreement, without the prior written consent of the other.

13.7 Severability.

Should any provision of this Agreement be determined to be invalid or unenforceable under any applicable law, rule, regulation, or Card Network Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

13.8 Waivers.

No term or condition of this Agreement may be waived, and failure by either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

13.9 Entire Agreement.

The Application, taxpayer identification and certification documentation, and all schedules, supplements, exhibits and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant, Chase and CMS with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of CMS, Chase or their representatives. This Agreement shall prevail over any conflicting terms of any agreement governing the Settlement Account.

13.10 Notices.

Except as otherwise provided in this Agreement, all notices shall be given in writing and either hand delivered, mailed first class, postage prepaid (return receipt requested), transmitted electronically by email, or sent via overnight courier (with package tracking capability) (and will be deemed to be given when so delivered or mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

13.11 Governing Law; Waivers of Right to Contest Jurisdiction; Immunity and Jury Trial.

Any action, proceeding, litigation, or mediation relating to or arising from this Agreement shall be brought by CMS against Merchant and determined exclusively in the county and state of Merchant's principal office as indicated below. TO THE EXTENT PROVIDED BY LAW, MERCHANT PROVIDES A LIMITED WAIVER OF ANY IMMUNITY (SOVEREIGN OR OTHERWISE) THAT IT MAY HAVE IN CONNECTION WITH THIS AGREEMENT AND ANY CONTRACT CLAIMS THAT MAY ARISE FROM MERCHANT'S BREACH OF THE TERMS OF THIS AGREEMENT. The Parties agree to remain silent on Governing Law.

13.12 Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, internet outages, labor strife, riots, war, terrorist attack, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section will affect or excuse Merchant's liabilities and obligations for Chargebacks, Refunds, or unfulfilled goods and services.

13.13 Amendment.

Except as otherwise set forth in this Agreement, the Agreement may be amended only by written agreement of the parties. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Card Network Rules or required for compliance with applicable law, such amendment will be effective upon written notice to Merchant.

13.14 Counterparts and Electronic Signature.

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic record or signature (including, but not limited to, DocuSign, email or facsimile) shall be as legally binding for all purposes as an original, wet ink signature, provided that consent is given by the parties to use electronic signatures.

13.15 Prohibition of Unlawful Internet Gambling.

Merchant understands and agrees that the use of the Services to conduct transactions (including, without limitation, the acceptance or receipt of settlement proceeds or other funds related to such transactions) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited by CMS and Chase. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). Merchant agrees not to engage in, submit for processing or facilitate any Transactions under this Agreement that directly or indirectly involve or are related to unlawful Internet gambling.

14. Offshoring.

Certain services may be performed by CMS or any of its Affiliates, including Affiliates, branches or units located in any country in which CMS conducts business or has a service provider. Merchant authorizes CMS to transfer Merchant's information to such Affiliates, branches or units at such locations as CMS deems appropriate. CMS reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

15. Survival.

The terms that expressly or by their nature contemplate performance after the termination or expiration of this Agreement shall survive and continue in full force and effect. For the avoidance of doubt the provisions relating to Authorization and Settlement, Refunds, Chargebacks, Termination, Indemnification, Confidentiality, Use of Data and Limitation of Liability shall survive termination.

16. Definitions.

"Affiliate" of any Person mean shall mean (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to Chase, any entity administered or managed by Chase, or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract, ownership of voting securities, membership interests or otherwise.

"Application" means a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant has previously or concurrently submitted to CMS, including credit, financial and other business related information, to induce CMS to enter into this Agreement with Merchant and that has induced CMS to process Merchant's Transactions under the terms and conditions of this Agreement.

"Bearer Shares" means securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares.

"Bearer Share Company" means a type of company which, unlike registered share companies, issues its securities as Bearer Shares.

"Card" means a physical or virtual credit or debit card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number through which Card Network payment services

are delivered, authorized and established between a Customer and a Card Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.

“Card Information” means information related to a Customer or the Customer’s Card, that is obtained by Merchant from the Customer’s Card, or provided by the Customer in connection with his or her use of a Card, including, without limitation, Card account numbers and expiration dates, security codes (e.g. CVV2, CVC2, etc.), PIN numbers, credit limits, account balances, or Customer billing address, phone numbers, or zip codes (when provided solely as part of an identity verification system), and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, information about Customers which is not specific to Customer’s Card and which is voluntarily provided to Merchant by Customers for purposes of shipping or delivering goods or services, Customer’s participation in a loyalty program, mailing list, special offers, or similar purposes (e.g., Customer’s name, mailing address, phone number, email address, birthdate or age), shall not be deemed Card Information.

“Card Network” means any payment card network provider whose payment method is accepted by CMS for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, and STAR.

“Card Network Rules” means all bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Card Networks. With respect to the Chase Transactions, the ChaseNet Rules are the applicable Card Network Rules.

“Chargeback” means a reversal of a Transaction Merchant previously presented to CMS pursuant to Card Network Rules.

“Chase Card” means a Card issued by Chase or its Affiliates and used to access a line of credit, prepaid account, or deposit account, issued or maintained by Chase or its Affiliates.

“Chase Customer” means any person or entity to whom a Chase Card is issued or who is otherwise authorized to use a Chase Card.

“Chase Transaction” means a Transaction utilizing an Eligible Chase Card and which is processed over the ChaseNet platform.

“ChaseNet” means Chase’s payment processing platform(s) where Transactions involving Eligible Chase Cards are processed directly between Merchant and Chase, bypassing the traditional Card Network “interchange” system.

“ChaseNet Rules” means the Chase Merchant Program Requirements, as amended, revised and updated from time to time, which set forth the rules and requirements applicable to the acceptance of Chase Transactions.

“Customer” means the person or entity to whom a Card is issued or who is otherwise authorized to use a Card.

“Data Compromise Event” means an occurrence that results, or may have resulted, directly or indirectly, in the unauthorized access to or disclosure of Card Information in the possession or control of a party to this Agreement or its service providers.

“Effective Date” means the date on which it first becomes signed by all parties hereto (i.e. the date on which the last party to the Agreement signs).

“Eligible Chase Card” means a Chase Card of a type that Chase, in its sole discretion, has determined to be eligible for use in Chase Transactions processed over ChaseNet generally. Unless CMS has notified Merchant otherwise in writing (or the parties have agreed in writing to Chase Transaction pricing specific to another Card type, e.g. PIN debit), Eligible Chase Cards shall be limited to consumer and small business Chase Cards for which a Visa-branded credit or signature debit card has been issued.

“Merchant” means the legal entity identified in the Application and on the first and signature pages of this Agreement.

“Merchant Application” means any software application developed by or on behalf of Merchant that provides various services and capabilities for Merchant’s customers including the ability purchase or otherwise effect payment for Merchant goods or services.

“**Person**” shall mean any natural person, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary or other capacity.

“**Referral Partner**” is a third party that has entered into a (i) formal referral relationship with CMS pursuant to which it referred Merchant to CMS for payment processing services and/or (ii) preferred pricing program with CMS. The Referral Partner may be paid a fee by CMS for the referral of Merchant to CMS. In addition, the Referral Partner may be involved in the servicing and maintenance of Merchant’s account. Referral partners may include, as applicable, without limitation, financial institutions, Merchant’s franchisor, independent sales organizations, trade associations or groups and service providers.

“**Refund**” means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

“**Repricing Intervals**” means the intervals of five (5), seven (7) and nine (9) years, respectively, from the Effective Date when the pricing terms may be amended upon mutual agreement.

“**Reserve Account**” shall have the meaning set forth in Section 2.6.

“**Security Standards**” means all rules, regulations, standards, or guidelines adopted or required by the Card Networks or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Card Information, including, without limitation, the Payment Card Industry Data Security Standards, Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, Visa’s Payment Application Best Practices, the Payment Card Industry’s Payment Application Data Security Standard, MasterCard’s POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program, in each case as they may be amended from time to time.

“**Service Provider**” means any party that processes, stores, receives, transmits, or has access to Card Information on Merchant’s behalf, including, without limitation, its agents, business partners, contractors, and subcontractors.

“**Transaction**” means any transaction conducted between a Customer and Merchant utilizing a Card in which consideration is exchanged between the Customer and Merchant.

“**U.S.**” means the forty-eight (48) contiguous states of the United States, District of Columbia, Alaska and Hawaii. For the avoidance of doubt, all other United States possessions and territories are excluded, except as may otherwise be provided in an addendum hereto.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

**Agreed and Accepted by:
WESTERN KENTUCKY UNIVERSITY**

Merchant Legal Name

By (authorized signature)

Print Name and Title

Date

Address

City, State Zip

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By

Print Name and Title

Date

8181 Communications Pkwy, Bldg. B, Floor 05
Address

Plano, Texas 75024
City, State Zip

To Be Completed By Paymentech, LLC

Merchant Agreement Contract Number is: _____
Merchant Processing Identification Number Will Be Provided At Time of Processing Set Up

Schedule A to Merchant Agreement

Merchant: **Western Kentucky University**

202304 -ScheduleA-ICPT-FTF

Assumptions

Transaction related assumptions	
Payment Transaction Sales Volume	\$9,543,750
Average Transaction Amount	\$64.00
Debit / EBT/ eWIC Transactions	5,859
Conveyed Transactions	5,859
Safetech Encrypted Items	1

Other assumptions	
Number of locations	50
Authorization / Capture %	125.00%
Chargebacks as % of Sales Transactions	0.0500%
Billing Frequency	Monthly

Target Qualification Level:

Mastercard:	Merit III	MM3
Visa:	CPS Retail	VPSC

American Express:	N/A	N/A
Discover:	PSL Retail - Core	D164

1. Fees applied on every transaction

Card Network Interchange & any incremental discount rate % – Mastercard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost.

Interchange and Wholesale Discount Rates	as set by each Card Network
MasterCard, Visa & Discover Incremental Discount Rate	N/A
American Express Incremental Discount Rate	N/A
PIN Debit, PINLess Debit, EBT, and/or eWIC Network Fees	All standard Debit Network Fees will be assessed
Debit - Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Card Network Assessments		
Mastercard	Credit transactions < \$1000 and all Debit transactions	0.130%
	Credit transactions \$1000 or greater	0.140%
Visa	Debit transactions	0.130%
	Credit transactions	0.140%
American Express OptBlue Network Fee		N/A
Discover		0.140%

Card Network Fees	Credit	Debit
Mastercard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
American Express OptBlue	N/A	N/A
Discover Data Usage Fee	\$0.0025	\$0.0025

Card Network Fees

MC Connectivity Fee* (per Transaction and Authorization)	\$0.0014	VI Financial Transaction Fee	\$0.0018
MC Reporting & Infrastructure	\$0.0002	VI Reporting & Data Transfer	\$0.0002

*In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.

Customer initials	x _____	Please initial to acknowledge pg. 1 of the Schedule A pricing sheet
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Transaction Fees	
Mastercard per transaction	\$0.15000
Visa per transaction	\$0.15000
Discover per transaction	\$0.15000
JCB per transaction	N/A
American Express per transaction	\$0.15000
PIN Debit per transaction	\$0.15000
PINLess Debit per transaction	N/A
EBT per transaction	\$15.0000
eWIC per transaction	N/A
Check Verification - Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A
Managed POS Vendor per transaction	N/A

Authorization Fees	
Mastercard per authorization	\$0.05000
Visa per authorization	\$0.05000
Discover per authorization	\$0.05000
JCB per authorization	N/A
American Express per authorization	\$0.05000
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	N/A

Other Transaction Fees	
Safetech Encryption per transaction	\$0.02500
Safetech Tokenization per transaction	N/A
Level III Purchasing Card per transaction	N/A

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee ¹	N/A
Monthly Minimum Fee ²	\$25.00
Online Reporting Tool	N/A
Safetech Encryption ³	N/A
Managed POS Monthly Fee	N/A

Periodic Fees	
Annual Fee	N/A
Card Network Fees	
Visa Fixed Acquirer Network Fee ⁴	Varies
MC Merchant Location Fee ⁵	\$1.25

Wireless Product: PNS-Apriva (Wireless)

Activation Fee	\$40.00
Third Party Setup Fee	N/A

Monthly Fee	\$15.00
Third Party Monthly Fee	N/A

- 1 - Monthly service fees will be debited for the first time in the month after Merchant account has been set up. These fees will be debited regardless of whether transactions are processing through the Merchant account.
- 2 - CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If Merchant's processing fees do not reach \$25.00, CMS will charge the difference. For example, if processing fees total \$17.00 CMS would charge an additional \$8.00 to meet the \$25.00 minimum.
- 3 - If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of \$10.90 per Verifone device; (b) a one-time fee of \$10.00 per Ingenico device; and (c) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.
- 4 - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.
- 5 - Mastercard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in Mastercard volume. This fee will be assessed quarterly based on the previous 3 months activity.

JPM Payments Platform			
JPM Payments Platform Transaction Fee	N/A	JPM Payments Platform Monthly Fee	N/A
JPM Payments Platform Setup Fee	N/A		

Level II and Level III Tax Augmentation Service

Level 2 /Level 3 Augmentation Prog. Rate	N/A	Level 2 /Level 3 Augmentation Tran fee	N/A
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3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items		
Chargeback Fee	\$12.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.65	Charged when the Voice Authorization phone number is called to authorize a credit card
AVS Fee - Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) submitted for settlement
Wire Transfer Fee	\$10.00	Charged for each Wire (transmission of funds) sent to Merchant's account
ACH Fee	N/A	Charged for each FTI (transmission of funds) sent to Merchant's account
ACH Return Fee	\$25.00	Charged when CMS is unable to debit fees from Merchant's account

Customer initials	x _____	Please initial to acknowledge pg. 2 of the Schedule A pricing sheet
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3B. Per Request Fees: Charged every time Merchant requests one of the below items

Supplies:	Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee		N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee		\$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from CMS.
Statement Type:	Resource Online	No Statement / No	Statement Frequency: N/A

4. Card Network Fees - Per Incidence

These fees are billed by Mastercard, Visa, Discover, JCB or American Express and passed through to Merchant's account

MC Acquiring License Fee *	0.004%	Charged on Mastercard Gross Sales volume. See additional information under Card Network Charges section on page 5.
MC Digital Enablement per transaction	0.020%	Charged on every Mastercard US acquired authorizations. * minimum fee amount is \$0.02 with a maximum fee amount of \$0.20
Discover Digital Investment Fee	0.01%	Charged by Discover when providing digital transaction security and fraud prevention efforts
AX OptBlue Card Not Present Fee	N/A	Charged on American Express Card Not Present Gross Sales volume.
AX OptBlue Application-initiated Fee	N/A	Charged on American Express transactions initiated by a digital wallet application.
Discover Network Authorization Fee	\$0.0190	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee - AVS Card Present	\$0.010	Charged when a merchant uses the address verification service to validate a cardholder address
Visa Address Verification Service (AVS)	\$0.0010	
Discover Address Verification Fee	\$0.005	
Visa CVV2 Fee	\$0.0025	Charged by Visa when a merchant submits the Card Verification Value (CVV2) in an authorization request.
Visa Estimated Auth Fee*	0.02%	Charged for funds before a cardholder has identified what goods or services will be purchased. *fees effective April 17, 2023
Visa Incremental Auth Fee*	0.02%	Charged if the initial estimated amount is insufficient, a merchant may then submit an incremental authorization to increase the total authorized funds. *fees effective April 17, 2023
Mastercard Authorization Advice Code Fee	\$0.030	Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21.
MC Decline Reason Code Service	\$0.02	Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program.
MC-Credential Continuity Fee	\$0.03	Charged by Mastercard for every transaction performed with an outdated credential irrespective of the transaction being approved or declined
MC Installment Purchase INSA - Sale	1.30%	Mastercard will assess an installment program fee (for sale and return) that originate transactions on Mastercard installment payment product codes that have successfully cleared and settled. The specific rates for these fees are based upon the Card Acceptor Business (CAB) program.
MC Installment Purchase INSA - Return	-1.15%	
MC Installment Purchase INSB - Sale	0.10%	
MC Installment Purchase INSB - Return	0.00%	
MC SecureCode Transaction Fee	\$0.030	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.030	
Visa Zero \$ Account Verification Fee		
Domestic Debit	\$0.030	
Domestic Credit	\$0.035	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final Authorization is \$0.04
International Debit/Credit	\$0.070	
Discover Account Verification Fee	\$0.02	
MC Processing Integrity Fee		Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final Authorization is \$0.04
Pre Authorization	\$0.045	
Final Authorization *	0.250%	
Visa Misuse of Authorization Fee	\$0.093	
MC Excessive Authorization Fee	\$0.15	MC Excessive Authorization Attempts Transaction Processing Excellence Program (TPE) fee is charged for each declined auth attempts over 10 within a 24-hour period on the same card number and same card acceptor.
MC Nominal Authorization Fee (Card Not Present)	\$0.045	Applies for any approved nominal amount authorization with a subsequent reversal for transactions under 1 full unit of currency. This will apply only to Card Not Present transactions.
Visa Zero Floor Limit Fee	\$0.20	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee - Credit	\$0.10	Charged on Visa transactions that do not meet qualification criteria for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee - Debit / Prepaid	\$0.10	

Customer initials

x _____

Please initial to acknowledge pg. 3 of the Schedule A pricing sheet

Visa High Fallback Fee	\$0.10	Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe.
Visa System Integrity Fee Domestic	\$0.10	Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response.
Visa System Integrity Fee Cross Border	\$0.15	Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period. Never Approve Reattempt Fees will be assessed for any attempt to authorize a transaction that previously, within a rolling 30 days, received a Category 1 decline response
Visa SPS* Repeat Auth Decline	\$1.00	Charged by Visa for every transaction following three previous declines by the same stop instruction. *Stop Payment Service
Visa MSD Contactless Fee	\$0.10*	Charged to acquirers for each POS Entry Mode 91 (MSD) transaction in the U.S. region on quick Visa Smart Debit / Credit transactions.
Discover Program Integrity Fee	\$0.10*	Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program. * Prior to April. 14 2023 rate will remain at \$0.05
MC Ineligible Chargeback Blocking Fee	\$3.00	Charged when a fraud related Chargeback is blocked by Mastercard.
MC Cross Border Assessment Fee	0.60%	Charged by Mastercard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
AX OptBlue International Fee	N/A	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	
Visa Interregional Acquiring Fee (IAF) (other MCC's)	0.45%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa Interregional Acquiring Fee (IAF) (high risk MCC's)	0.90%	
Discover International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	\$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the Mastercard Commercial Business-to-Business interchange category.
Visa Global B2B Virtual Payment Service Fee	1.55%	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.
Visa Non-Dom Currency Settlement Volume Fee	0.10%	Visa will charge for all cross-border volume that are settled in a currency that is different than the merchant's local currency.
MC Humanitarian Program Fee	0.25%	Applies to transactions qualifying at the MasterCard Humanitarian Prepaid card interchange category. When this fee applies, other MC Payment Brand fees will be waived.
MC Freight Program Fee	0.50%	Applies to Freight transactions qualifying at the Freight Program interchange category.

5. Other Fees

Fee Description	Amount	Fee Description	Amount
			0

Equipment Swap Fees

Type	Description	Fee
Refund for Returned Equipment	A full refund will be provided on POS Terminals, Tablet Hardware and Tablet Accessories that are returned within ninety (90) days of purchase.	
Replacement Fee (swap)	In warranty POS Terminals, Tablet Hardware and Tablet Accessories ¹	\$50.00
Replacement Fee (swap)	Out of warranty POS Terminals, Tablet Hardware and Tablet Accessories: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	\$100 - \$1,000
Encryption Fee	Safetech	\$34.95
Late Fee	For all equipment returned late, or not returned	Up to \$1,000

¹\$50.00 swap fee applies to POS Terminals, Tablet Hardware, and Tablet Accessories that are in warranty at the time of the swap; provided that the POS Terminals are compliant with the latest Payment Card Industry standards and supported by CMS.

Customer initials	x _____	Please initial to acknowledge pg. 4 of the Schedule A pricing sheet
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Card Network Charges

A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services (“CMS”) charges consists of fees and other charges that CMS pays to the various card networks and payment systems (“Card Networks”). These charges (collectively referred to in this Schedule A as “Card Network Fees”, include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant’s domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant’s Mastercard gross sales transactions.

6. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application

Print Name

Title

X _____

Signature

Date

Please ensure to initial pages 1, 2, 3 and 4

MASTER LEASE-PURCHASE AGREEMENT

Date as of:

Lessee: Western Kentucky University

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (e) "Termination Value" has the meaning assigned to such term in the applicable Payment Schedule.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments (the "Rent Payments") in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule (the "Payment Schedule"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder

(collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the amount, if any, by which (a) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the business day preceding the Prepayment Date exceeds (b) the present value of all Remaining Payments discounted to the Prepayment Date at a rate equal to the swap rate of an interest rate swap which the Lessor shall be deemed to have entered into as of the date of the Lease. "Fair Market Value" means the amount which would be paid for an item of Equipment by an informed and willing buyer (other than a used equipment or scrap dealer) and an informed and willing seller neither under a compulsion to buy or sell. "Prepayment Date" means, (i) in the case of a payment resulting from a Casualty Loss, the Loss Payment Due Date, or (ii) in the case of a demand made pursuant to section 20, the Demand Date. "Remaining Payments" means, as of the Prepayment Date, (a) the remaining rents and all other amounts

Lessee is obligated to pay under the Lease at the end of the Lease Term, including, without limitation, an amount equal to the Fair Market Value of the Equipment at the end of the Rent Term as originally anticipated by Lessor at the date of the Lease; provided, that Lessee agrees that such value shall be determined by the books of Lessor as of the date of the Schedule.

13.4 To the extent allowed by Kentucky law, and without waiver of its sovereign immunity, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2)

Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) on a demand date specified by Bank (the "Demand Date") all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such

disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the

written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. OFFSHORING. Subject to applicable laws, processing of Lessee confidential information may be performed by any Lessor affiliate, including affiliates, branches and units located in any country in which we conduct business or have a service provider. In addition, Lessor may perform certain services and functions outside the United States that are indirect, ancillary, redundant back-up, back office, exception processing or services that are incidental to the performance of this agreement. Lessee authorizes Lessor to transfer customer information to such affiliates, branches and units at such locations as Lessor deems appropriate. For business resiliency purposes and disaster recovery services, subject to Lessor's cybersecurity and privacy policies, certain services and functions may be performed outside of the United States. Lessor reserves the right to store, access, view or process any data wherever it deems appropriate for the services Lessor provides. Lessor represents and warrants that its access, storage, maintenance, and/or transfer or disposal of any and all Lessee confidential information shall comply with all applicable state and federal laws, including privacy and data protection laws. In the event of a breach which may involve Lessee confidential information, Lessor shall notify Lessee of breach as soon as practicable and shall take all reasonable steps to immediately remedy said breach. Lessor shall be responsible for actual costs incurred by Lessee in responding to and mitigating damaged caused by the breach.

29. ELECTRONIC SIGNATURES. Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Related Document and/or (z) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement, any other Related Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Related Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Related Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require Bank to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent Bank has agreed to accept any Electronic Signature, Bank shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of Lessee or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of Bank, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, Lessee hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among Bank, Lessee and Obligors, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Related Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) Bank may, at its option, create one or more copies of this Agreement, any other Related Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Related Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Related Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Affiliates of Bank for any liabilities arising solely from Bank's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of Lessee and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. "Obligor" means any Lessee, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the liabilities under this Agreement. "Person" means any individual, business or other entity, or any governmental authority. "Related Documents" means this Agreement, the Lease, the Schedules, and any other instrument or document executed in connection with this Agreement or the Lease.

WAIVER OF IMMUNITY. To the extent that Kentucky state law allows, and without waiver of its sovereign immunity, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees related to this Master Lease. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

SAMPLE

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

FIRST AMENDMENT TO MASTER COMMERCIAL CARD AGREEMENT

THIS FIRST AMENDMENT (the “**Amendment**”) to the Master Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the “**Agreement**”) dated as of December 12, 2016 by and between **JPMorgan Chase Bank, N.A.** or one or more of its Affiliates (“**Bank**”) and **Western Kentucky University** (“**Client**”) is made and effective as of _____ (the “**Effective Date**”).

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for **ten (10) years** from the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement.
3. **Amendment.** The following is hereby added as a new Section 2.E of the Agreement:

Receipt Image Services. For purposes of this section, “**Receipt Image Services**” means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and “**Receipt Image(s)**” means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client’s receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months (the “**System Image Accessibility Period**”). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client’s use of the Receipt Image Service at any time without prior notice to Client.

4. **Amendment.** A new Section 11.O is hereby added to the Agreement as follows:

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. Client authorizes Bank to transfer Client information to such affiliates, branches, or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

5. **Amendment.** The Notices Section of the Agreement is hereby amended as follows:

All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein and shall be on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to Client by ordinary mail, electronic transmission, through internet sites, or by such other means as Client and Bank may agree upon from time to time, at the address of Client provided to Bank. Unless otherwise arranged, all notices to Bank must be sent to Client’s relationship manager or program coordinator team managing the relationship or to any other address notified by Bank to Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as Client and Bank agree upon from time to time.

6. **Exhibit 1.** Exhibit 1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit 1 in the form attached hereto as Exhibit 1.
7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions, and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

WESTERN KENTUCKY UNIVERSITY

By: _____

Name: _____

Title: _____

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By: _____

Name: _____

Title: _____

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

EXHIBIT 1 to the Master Terms

FEEES & INCENTIVES

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Master Agreement.

“**Average File Turn**” has the meaning given to it in Section 4.A.i.

“**Bonus Term**” means the five (5) year term beginning on the Effective Date of this Amendment.

“**Combined Net Charge Volume**” means the sum of the U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

“**Combined Total Charge Volume**” means the sum of the U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

“**Contract Year**” means a twelve (12) month period beginning on the Effective Date of this Amendment or any anniversary of such date.

“**Credit Losses**” means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“**Discount Interchange Rate Transactions**” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include, but are not limited to, Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“**Discount Interchange Rate Transaction Volume**” means the total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts, and Fraudulent Transactions. Discount Interchange Rate Transaction Volume is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- “**Discount Interchange Transaction Volume Category 1**” covers all Discount Interchange Rate Transaction Volume with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- “**Discount Interchange Transaction Volume Category 2**” covers all Discount Interchange Rate Transaction Volume with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

“**Fraudulent Transactions**” means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

“**J.P. Morgan Virtual Connect Network**” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

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

“**Supplier Fee**” (or “**Merchant Transaction Fee Rate**”) means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“**U.S. Net Charge Volume**” means the total charges made on any and all U.S. Dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

“**U.S. Net Virtual Card Charge Volume**” means the total charges made on any and all U.S. Dollar issued Virtual Card Accounts, net of returns, cash advances, and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

“**U.S. Total Charge Volume**” means the sum of the U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. One Card Program(s).

“**U.S. Total Virtual Card Charge Volume**” means the sum of the U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Program(s).

2. BONUSES

A. Signing Bonus

Bank will pay Client a one-time bonus of \$75,000 within ninety (90) days following execution of this Amendment. Repayment of such bonus may be required as follows:

- i. Should the Agreement be terminated prior to the end of the Bonus Term, Client shall repay the bonus to Bank on a term pro-rata basis.
- ii. In addition, should Client fail to achieve at least \$90,000,000 in Combined Total Charge Volume (the “**Bonus Term Volume Requirement**”) for any reason during the Bonus Term, Client shall repay the bonus to Bank on a volume pro-rata basis. Such repayment will be deducted from the final rebate payment in respect of the Bonus Term, if any. If the amount of the repayment exceeds the final rebate payment of the Bonus Term, Client shall pay to Bank the amount in excess of the final rebate payment of the Bonus Term. If there is no final rebate payment, Client shall pay to Bank the full amount of such repayment.
- iii. Furthermore, should Client fail to achieve at least \$18,000,000 (the “**Annual Volume Requirement**”) in the annual Combined Total Charge Volume for any reason in any year of the Bonus Term (with the exception of the first and final years of the Bonus Term), Client will be subject to an annual repayment. The amount of the annual repayment will be deducted from the annual rebate payment and will be calculated based on the following formula:
 - $(\text{Annual Volume Requirement} - \text{Actual annual Combined Total Charge Volume}) / \text{Annual Volume Requirement} = \% \text{ Shortfall}$
 - $\% \text{ Shortfall} * (\text{Signing Bonus} / \text{duration of Bonus Term in years}) = \$ \text{ Annual Repayment}$

If the amount of the annual repayment exceeds the annual rebate payment, Client shall pay to Bank the amount in excess of the annual rebate payment. If there is no annual rebate payment, Client shall pay to Bank the full amount of such annual repayment.

Should Client achieve at least its Bonus Term Volume Requirement by the end of the Bonus Term, any previous annual repayment made by Client to Bank based on an annual volume shortfall will be returned to Client at the time of final rebate payment in respect of the Bonus Term.

- iv. If upon termination of the Agreement Bank is owed both an early termination repayment under 2.A.i and a volume shortfall repayment under 2.A.ii and, Client shall be required to pay the larger of the two amounts. Such repayment will be deducted from the final rebate payment. If the amount of the repayment exceeds the final rebate payment, Client shall pay to Bank the amount in excess of such final rebate payment. If there is no final rebate payment, Client shall pay to Bank the full amount of such repayment.

3. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. One Card and U.S. Virtual Card Program(s)	
	Volume Rebate Rate applied to the annual Combined Net Charge Volume by Program Settlement Terms
Annual Combined Total Charge Volume at or above:	@ 30 & 14 Settlement Terms
\$10,000,000	1.50%
\$15,000,000	1.80%
\$20,000,000	1.81%
\$25,000,000	1.82%
\$30,000,000	1.83%
\$35,000,000	1.84%
\$40,000,000	1.85%
\$45,000,000	1.86%
\$50,000,000+	1.87%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on the annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Combined U.S. One Card and U.S. Virtual Card Program(s)	
Discount Interchange Rebate Rate Categories	@ 30 & 14 Settlement Terms
Category 1	0.95%
Category 2	0.15%

4. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

i. Programs Contracted on Settlement Terms of 30 & 14

- a. For purposes of this Section 4.A.i, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 14 (i.e., the sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 14, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased, as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year (the "**Average File Turn Adjustment**").

- b. Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If Client's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.
- ii. If Client's actual Average File Turn under Section 4.A.i is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

5. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In the event of termination of the Agreement, Bank will make any rebate payment in USD within ninety (90) days of the date on which Bank is reasonably satisfied that Client has settled all amounts due from the Client to the Bank under the Agreement.

B. To qualify for any rebate payment, all of the following conditions must be met:

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment Section).

6. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. One Card and U.S. Virtual Card Program(s).

7. FEES

A. United States

The following are the fees associated with the U.S. One Card and U.S. Virtual Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter. Individual bill: 1% of full amount past due assessed twenty-eight (28) days after end of the Cycle in which payment first became due and each Cycle thereafter.
International transaction	1.5% of the U.S. Dollar amount charged.
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum).
Convenience check	2% of check amount (\$1.50 minimum with no maximum).
Executive card	\$75 annual fee per card.

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

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.

To the extent permitted by Kentucky law, and without further waiver of its sovereign immunity, 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 PROVIDED BY LAW, CUSTOMER PROVIDES A LIMITED WAIVER OF ANY IMMUNITY (SOVEREIGN OR OTHERWISE) THAT IT MAY HAVE IN CONNECTION WITH THIS AGREEMENT AND ANY CONTRACT CLAIMS THAT MAY ARISE FROM CUSTOMER'S BREACH OF THE TERMS OF THIS AGREEMENT.

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. To the extent permitted by law, and without waiver of any immunity, 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.

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

V1.12_01_19_23

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 acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer 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. The Customer may instruct the Bank to calculate and apply a credit (the "Earnings Credit") on eligible Accounts by calculating an earnings credit rate (the "ECR") to balances held in an Account (the "ECR Balance"). The ECR and ECR Balance are set out in the Account Statements. The Bank, in its sole discretion, may establish a threshold on the ECR Balance (the "Threshold") and apply (a) ECR to the portion of the ECR Balance that is below the Threshold and (b) interest to the portion of the ECR Balance that is above the Threshold. The Earnings Credit calculated for each billing period will be applied by the Bank as an offset (the "ECR Application") against Fees actually incurred by the Customer during the same billing period for the use of certain of the Bank's products or services. Fees eligible for the ECR Application shall be determined by the Bank in its sole discretion. Any excess Earnings Credit remaining after the ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. If the Earnings Credit is insufficient to offset all Fees, the Customer remains responsible for paying all remaining Fees.

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 Kentucky (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 State of Kentucky 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 polices 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:

- (1) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
- (2) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;
- (3) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;
- (4) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;

- (5) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and
- (6) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

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

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges 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 \$225 from a day's total deposits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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JPMorgan Chase Bank, N.A. Member FDIC.

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 & ACH Transaction Review	V1.2_12_01_17
C.	Lockbox Service Terms	V1.5_05_20_21
D.	Coin and Currency Service Terms	V1.6_12_06_19
E.	Positive Pay Reverse Positive Pay and Payee Verification Terms	V1.5_01_04_23
F.	Controlled Disbursement Service Terms	V1.4_10_25_13
G.	Image Cash Letter Service Terms	V1.10_05_24_21
H.	Check Print Service Terms	V2.0_07_17_20
I.	ACH Tax Payment Service Terms	V1.1_11_26_13
J.	Remote Capture Services Terms	V1.3_10_16_19
K.	JP Morgan TS Electronic Channels Service Terms	V4.2_02_12_20
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

A. ACH ORIGINATION

The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank") 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, to the extent permitted by law, and without further waiver of its sovereign immunity, 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 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.

B. ACH TRANSACTION BLOCKING & ACH TRANSACTION REVIEW

ACH Transaction Blocking is a Service that allows a Customer to block and return ACH debit and credit Entries originated to the Customer's account with the Bank. ACH Transaction Review allows the Customer to review ACH debit and credit Entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Transaction Blocking:

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

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

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

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

2. ACH Transaction Review:

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

C. LOCKBOX

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

1. **Lockbox Service.** The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service.

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. 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-presentation.** 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-presentation.
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.

D. COIN & CURRENCY

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

1. Cash Orders

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

2. Cash Deposits

- 2.1. Standard Courier Service.** The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.
- 2.2. Deposit Presentment and Processing for Standard Courier Service.** With regard to deposits delivered to one of the Bank's vault locations, the Customer's Courier must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only Cash and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.
- (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.
- (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.
- 2.3. Courier Service through the use of a Smart Safe 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 Advance 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.
- 2.4. Deposit Presentment and Processing 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.
- 2.5. Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.
- 2.6. Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag...
- 2.7. Delivery to Unattended Facility.** If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.
- 2.8. Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not

leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

- 2.9. Geographical Limitations of Cash Deposits.** Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

E. POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer, in accordance with the provisions set forth in these Positive Pay, Reverse Positive Pay and Payee Verification Service Terms (these "Service Terms"), with one or more of the services listed below (each a "Service") that help prevent check fraud on deposit accounts by identifying discrepancies between checks ("Items") presented to the Bank for payment from the Customer's demand deposit account associated with the Service (the "Account") and those Items that are issued by Customer. 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 Customer has properly set up an issue date limitation, then Bank will compare the date the Item has been paid with the issue date in the Issuance Information. For Reverse Positive Pay, the Bank will provide the Customer access to the Issuance Information, and the Customer will compare such information with the Items Customer has issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. If Customer fails to provide the Issuance Information (including, in the case of Payee Verification, the payee name) in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide access to the Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank. Customer understands that Bank will not be liable to Customer (i) for any discrepancy in the payee name if the discrepancy was not detected due to the check stock or the print format of the Item not passing the Bank's testing (including, without limitation, with respect to the payee name placement) or (ii) for any discrepancy in the payee name if the payee name was handwritten on the Item.

5. Voided Items and Stop Payments.

For any Item listed on Customer's Issuance Information which Customer decides it no longer wishes to pay: (a) if the Item is physically in the Customer's possession, Customer may place a void notice in the Issuance Information for such Item, or (b) if the Item is no longer physically in its 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 Customer's possession as set forth in (b) above and instead places a void notice, Customer agrees (i) that Bank may debit the Customer's account for the payment of such Item and (ii) that Customer will be liable to Bank for any damages 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 terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment and Encashment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment or deposit at one of the Bank's branch locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. 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 Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services; and (iii) 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 Bank, or any Item which may be printed on various printing devices that allow size or font to vary) ("Non-Standard Items"). Customer acknowledges that (i) the use of Non-Standard Items may increase the likelihood of fraud, such Non-Standard Items may not be accepted for deposit at financial institutions, and the use of Non-Standard Items may lead to processing delays in the failure of such Non-Standard Items to systematically be matched to the Issuance Information at the time they are presented to the Bank for payment, and (ii) the use of Non-Standard Items may result in the Bank's fraud protection services not being able to operate as designed such that Non-Standard Items may not be able to be returned within the legal timeframe. Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

Customer agrees that the Bank may, without liability to Customer, refuse to deposit any Non-Standard Item, including, without limitation, refusing to accept the deposit at any of the Bank's branch locations. Customer agrees that Customer's decision to use Non-Standard Items which result in the inability to meet the formatting standards required by the Bank's Service(s) to operate as designed (systemic matching of the Issuance Information to the Item at the time it is presented for payment) constitutes negligence contributing to the making of an unauthorized signature and/or a material alteration of the Item (collectively "Unauthorized Item") in situations where a Non-Standard Item is paid against the Customer's account that the Customer claims is an Unauthorized Item, (a) Customer assumes the risk of loss to the extent that such Service(s) would have detected the Unauthorized Item if it had used check stock that met the Bank's formatting requirements, (b) Customer shall not claim against the Bank, and the Bank shall have no obligation or liability to 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.

Customer agrees that the Bank shall have no obligation or liability to Customer in accordance with these Service Terms (i) in the event the Services are suspended by Bank in accordance with the Account Documentation; or (ii) prior to Customer taking all required steps to fully implement the Services (including, without limitation, Customer's final activation of the Service [i.e., actioning "pending positive pay"] on the applicable Bank electronic channel). Customer also understands that it may be billed for the Services notwithstanding that it has not taken all required steps to fully implement the Services.

F. CONTROLLED DISBURSEMENTS

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

1. Controlled Disbursement Account. Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for

any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.

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

G. IMAGE CASH LETTER

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including 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.

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 a Transmission or the original Check or substitute check more than once to the Bank if the initial Transmission was processed as an ACH transaction and shall be responsible for any and all losses or claims resulting from the Customer presenting such Check or Transmission for payment more than once through any method.

5. Suspension/Cancellation of Service.

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

6. Intellectual Property Ownership.

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

7. 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 COMMERCIALY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY TRUNCATE AND CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITED STATES; AND (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.

7.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER 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, TO THE EXTENT PERMITTED BY LAW, AND WITHOUT FURTHER WAIVER OF ITS SOVEREIGN IMMUNITY, 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. Online Adjustments Services.

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

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

H. CHECK PRINT

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

- 1. Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.

- 2. Check Pull Requests.** For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.
- 3. Receipt of Print Orders.** The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.
- 4. Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.
- 5. Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.
- 6. Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
- 7. Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.
- 8. Limitation of Liability.**

The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.

- 9. Cashier's Checks.** If the Bank creates cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's designated account ("Funding Account") for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

I. ACH TAX PAYMENT

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

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

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

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

3. Tax Payment Security Procedures.

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

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

- 5. Funding.** 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, to the extent permitted by law and without further waiver of its sovereign immunity, 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.
- 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.

J. REMOTE CAPTURE SERVICE TERMS

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

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). 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, cashiers checks, traveler's checks payable in U.S. Dollars and drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data to Bank. The provisions of the Lockbox Service Terms, Account Terms, Client Access Service Terms, and any other applicable Service Terms 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 Client Access Service Terms, as may be amended from time to time.

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (i.e., the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

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

5. 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 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, to the extent permitted by law and without further waiver of its sovereign immunity, 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 reconvertng 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.

12. Audits.

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

K. ELECTRONIC CHANNELS

1. Service and Service Terms.

The Bank will provide a service (the "**Service**") for electronic access to the Customer's account information, reports and data (collectively, "**Data**") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "**Instruction**") and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access[®] Online, J.P. Morgan Access[®] Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The 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), a token code generated by a Bank issued or approved security device ("**Security Device**") assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

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

2.2.3. Controls Offered to Customer. For Access Online and Mobile, the Customer may choose to apply certain controls offered by the Bank to the Customer from time to time designed to reduce the Customer's risk of unauthorized transactions. The Customer is responsible for choosing controls that are appropriate for the Customer taking into account, among other things, the nature and scale

of the Customer's business, including the size, type and frequency of payment orders normally issued to the Bank, and the nature of its technical environment, internal accounting controls and information security policies and procedures (collectively, "**Customer Internal Controls**"). The Security Procedure that is established by agreement of the Customer and the Bank herein is established in view of the Customer Internal Controls applied by the Customer. For the avoidance of doubt, none of the controls described in this Section are part of the Security Procedures for the channels.

- 2.3. Security Procedures and Certificate Procedures for Host-to-Host/Managed File Transfer Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the Host-to-Host/managed file transfer channel is authentication of a digital signature certificate, which authenticates transmitted files on the basis of the corresponding security key (the "**Signature Certificate**") and transaction review as provided in Section 2.5. The Customer and the Bank will use the following procedures for the use of a transport certificate, which establishes a secure session between the Bank and the Customer on the basis of a corresponding security key (the "**Transport Certificate**") and the Signature Certificate. Each of the Signature Certificate and the Transport Certificate are referred to herein as a "**Certificate**" and the corresponding security key as a "**Security Key**".
- 2.3.1. Certificate Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for Certificates and Security Keys notified to the Customer, including but not limited to Certificate validity period, key strength and cryptographic specifications, as amended from time to time. Any request to the Bank to add, update or delete a Security Key shall include the applicable Certificate, a text file or other physical representation of the public Security Key of such Certificate and any other information in the manner and form designated by the Bank. The Bank shall have the right to rely on any request that the Bank believes in good faith to have been sent by the designated security administrator ("**Security Administrator**"), notwithstanding that such Security Administrator may be a third party acting on behalf of the Customer.
- 2.3.2. Certificate Expiration.** Notwithstanding any courtesy notifications the Bank may send to the Customer regarding the Customer's impending Certificate expiration, the Customer acknowledges that it is the Customer's sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer's failure to timely update its Certificate. To allow for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.
- 2.4. Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.
- 2.4.1. Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").
- 2.4.2. Certificate Procedures and Requirements.** The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.
- 2.4.3. API Token Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.
- 2.5. Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.
- 2.6. Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.
- 2.7. Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
- 2.8. Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation.

The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.

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

3. Open Network Access; Equipment

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

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. 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, to the extent permitted by law, and without further waiver of any immunities to which it is entitled, 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 Commonwealth of Kentucky, 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 Commonwealth of Kentucky and the United States District Court located in the Commonwealth of Kentucky.

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.

L. HEALTHCARE LINK SERVICE TERMS

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.

EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

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

B. Indonesia

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

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

C. Malaysia/Labuan

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

D. Republic of China (Taiwan)

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

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

E. European Union.

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

- A. 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.
- B. 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.
- C. 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.

APPROVE TRANSIT MANAGEMENT AGREEMENT ADDENDUM

REQUEST:

The President requests that the Board authorize the University to enter into a Transit Management Agreement with RATPDev.

FACTS:

In 2019, WKU Parking & Transportation Services and the City of Bowling Green participated in a Bowling Green Transit Operational Efficiency and Management Analysis study through the Warren County Metropolitan Planning Organization. The study included an analysis of the feasibility, barriers, and benefits of different merger models consistent with transit systems in other similar sized communities.

This initiative supports the WKU Strategic Plan, Climbing to Greater Heights. A merged system has the benefits of reducing competition for labor, reducing administrative costs, increasing access to additional federal transit funding and increasing access to the Bowling Green community for campus residents.

In February, 2023, the City of Bowling Green and WKU issued a joint-RFP #2023-39 for shared Transit Management and Operational Services for the City of Bowling Green and Western Kentucky University. The RFP outlines a Shared Management and Operations model characterized by: (1) a single contractor providing management and operations of both systems, (2) separate equipment, route structures and governance, and (3) separate funding and billing based on service hours provided. RATPDev, Inc., was selected as the preferred vendor for a three (3) year contract with two (2), one (1) year extensions. RATP Dev has been providing contracted management services for WKU for several years and WKU has been very satisfied with the quality of their work and our working relationship.

The contract with the City of Bowling Green began July 1, 2023. The consideration before the Board of Regents is to approve an addendum to add WKU to the City of Bowling Green contract as a direct result of the competitive joint RFP process.

If this addendum is approved,

- 1) Following State approval in September, the contract will go into effect October 1, 2023.

- 2) Qualified WKU transit drivers who wish to will be offered employment with RATPDev. Human Resources will work with any remaining drivers to identify available employment opportunities on campus for which they may be qualified.
- 3) WKU fixed route service will be provided as it was in FY23 using the same routes, schedules and equipment. In FY23, Topper Transit provided 380,000 passenger trips.
- 4) Curb-side ADA service will be provided through the City's contract and billed back to Parking & Transportation Services. This will also provide access to the entire City public transit network for our disabled students.
- 5) WKU equipment and facilities will remain property of WKU. RATP Dev will assume insurance liability for the transit fleet.
- 6) WKU will provide space in the Parking & Transportation Services building, including the maintenance garage which will be used in support of both systems. WKU will be directly responsible for fuel and software costs to avoid mark-ups.
- 7) In Year 1 of the contract, RATP Dev will lead a Network Study to analyze the respective transit systems and identify operational efficiencies and synergies leading to further cost savings through further system consolidation. Any cost savings realized will be passed back to WKU and the City of Bowling Green for the remainder of the contract.

BUDGETARY IMPLICATIONS:

The contract establishes a price per service hour fee for management and operations services. For Year 1, the fee is \$97.31 per revenue hour. Topper Transit ran 10,431 service hours, which would equate to an annual contract cost of \$1,015,041. This is in line with our current budget. For FY24, the transit operating budget (excluding encumbrance rolls) is \$1,162,697. As is customary for the operation, parking revenues will cover any budget shortages that may occur.

There may be additional operational cost savings as a result of the Network Study that will be completed in Year 1. Long term, WKU may be able to tap into additional federal funds for capital renewal. This would provide 80% funding with a 20% local match for new vehicles.

RECOMMENDATION:

President Timothy C. Caboni recommends that the Board of Regents approve the Transit Management Agreement Addendum with RATPDev.

MOTION:

Approve the Transit Management Agreement with RATPDev.

CITY OF BOWLING GREEN, KENTUCKY – TRANSIT MANAGEMENT & OPERATIONS CONTRACT

Contract with RATP Dev USA, Inc.

The parties, the City of Bowling Green, Kentucky (“City”), a municipal corporation, and RATP Dev USA, Inc. (“Contractor”), a Texas corporation, whose address is 300 Throckmorton Street, Suite 670, Fort Worth, Texas 76137, make this Contract this 16th day of June, 2023, considering the following facts and circumstances:

1. RECITALS:

- 1.1 The City desires to use the services of Contractor outlined in Contractor’s Proposal; and;
- 1.2 The Contractor has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract.
- 1.3 All terms of the RFP and Contractor’s response thereto, including all federal model clauses, are incorporated in full by reference.

2. CONTRACT: The City, as the lead entity on a joint competitive procurement process with Western Kentucky University (“University”), desires transit management and operations service from a qualified transportation provider to manage and operate the City’s and University’s fixed route and complementary paratransit services. This Agreement between the City, University, and Contractor (individually, a “Party”, and jointly, the “Parties”), the result of said procurement process, is a contract representing the entire agreement between the Parties and supersedes any prior negotiations, written or oral representations and agreements (the “Contract”).

3. SCOPE OF SERVICES: Contractor shall provide the services outlined in the City’s Request for Proposal (“RFP”) and subsequent addenda, incorporated hereto by reference, and consistent with the duties and responsibilities as outlined below (hereafter, “Services”).

City of Bowling Green Responsibilities	Contractor Responsibilities
<ul style="list-style-type: none"> • Provides Contract Management and a Contract Manager (CM) for Contractor • Makes service plan decisions • Applies and contracts for Federal and state funding • Submits all required Federal and state reports • Provides local funding • Decision maker regarding contract issues. • Provides facilities for sufficient space for staff and vehicle maintenance and vehicle fuel at no cost to Contractor • Provides and pays for transit technologies • Provides for ADA paratransit routing and scheduling software (Ecolane) and tablets • Provides for Fixed Route (FR) software for operations (TransLoc) and FR planning (Remix) • Pays for all marketing expenses 	<ul style="list-style-type: none"> • Oversees Fixed Route (FR) and Paratransit (PT) Services • Reports to CBG • Plans for and evaluates service • Makes recommendations on service design and standards to CBG • Prepares applications for Federal and state funding • Prepares reporting for Federal, state, and local purposes • Ensures compliance with Federal and state regulations and requirements and prepares reports • Communicates with public, stakeholders and CBG • Ensures compliance with contractual service requirements • Delivers Fixed Route (FR) and Paratransit (PT) services using all contract operations staff to include dispatchers, schedulers, drivers, and supervisory • Operates and maintains vehicles in accordance with manufacturer's recommendations • Hires and manages staff and drivers and mechanics • Collects fare revenue and makes daily deposits • Collects and reports data • Communicates with the public, stakeholders and CBG • Pays for facility utilities and housekeeping expenses • Pays for office computers, printers, and copiers sufficient to meet administrative needs

Western Kentucky University	Transit Management and Operations Contractor
<ul style="list-style-type: none"> • Provides a Contract Manager (CM) for oversight of Contractor • Makes service plan decisions • Applies and contracts for Federal and state funding • Submits all required Federal and state reports • Provides local funding • Decision maker regarding contract issues. • WKU will remain responsible for all event transit operations • Provides administrative and maintenance facility for sufficient space for staff/vehicle maintenance and vehicle fuel at no cost to Contractor • Develops and pays for all marketing-related expenses and activities • Pays for all passenger shelter maintenance provided by WKU staff 	<ul style="list-style-type: none"> • Oversees Fixed Route (FR) and Paratransit (PT) services • Reports to Assistant Vice President of Business Services • Plans for and evaluates service • Makes recommendations on service design and standards to WKU • Prepares applications for Federal and state funding • Prepares reporting for Federal, state, and local purposes • Ensures compliance with Federal and state regulations and requirements and prepares reports • Communicates with public, stakeholders and WKU • Ensures compliance with contractual service requirements • Delivers Fixed Route (FR) and Paratransit (PT) services using all contract operations staff to include dispatchers, schedulers, drivers, and supervisory/management staff • Manages all ADA paratransit eligibility, approval, and appeal process • Reports to WKU • Operates and maintains WKU-provided vehicles and equipment • Hires and manages staff and drivers and mechanics • Collects fare revenue • Collects and reports data • Communicates with the public, stakeholders and WKU

- 3.1 **Network Study:** During the first year of the Contract, the Contractor shall, at no additional cost to the City and the University, perform a Network Study to analyze the City's and University's transit systems for the purpose of identifying any synergies between the two in an effort to combine the systems operationally in an efficient and effective manner with minimal or no impact to existing ridership. No later than nine (9) months after the start of the first year of the Contract, the Contractor shall report its findings to the City and the University, along with recommendations. The Parties shall discuss the Contractor's findings and recommendations, and the Contractor shall, in conjunction with and approval from the City and the University, develop a detailed implementation plan for system consolidation. Beginning in the second year of the Contract, the Contractor shall implement the agreed-upon plan, and shall pass any net savings realized along to the City and the University during the remaining Contract term, notwithstanding any other pricing changes agreed upon between the Parties.
4. **TERM:** This Contract shall commence on July 1, 2023, for a base term of three (3) years, ending June 30, 2026. The Contract may be extended by up to two (2) additional one-year periods, through June 30, 2028, upon agreement of the Parties.
 - 4.1 Pending all necessary contract approvals, the Parties understand and agree that service under the Scope of Services as noted in Section 3 of this Contract will, for the University, commence on October 1, 2023.
5. **PRICE:** The Contractor's final negotiated price proposal, including the sliding cost matrix in the event of established fluctuations in total revenue hours, attached hereto by reference, shall govern compensation paid to the Contractor by the City for services provided hereunder. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. In the event of a funding shortfall for any reason, the Parties shall work collaboratively on an equitable change to Contract pricing, service levels, or both.
6. **PAYMENT TERMS:** The Contractor shall bill its charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the services provided, including actual revenue hours performed, as well as itemization of any pass-through costs. The City will pay each such bill which it finds to be in accordance with this Contract within thirty (30) days of its receipt. If City questions any part of a bill, finds any part of a bill does not conform to this Contract, or claims the right to withhold payment of any part of a bill, it will promptly notify Contractor of the question, nonconformity or reasons for withholding.
7. **CHANGE ORDERS:** City reserves the right to request work changes in the nature of additions, deletions, or modifications of transit system capital, administration, or operations, without invalidating this Contract, and agrees to make corresponding negotiated adjustments in the Contract price and time for completion. All changes will be authorized by a written change order agreed to and signed by both the City and Contractor. Work shall be changed, and the Contract price, including potential impacts to the sliding cost matrix, and completion time shall be modified only as set out in the written change order.
8. **COMPLIANCE WITH LAW:** Contractor will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations

and all orders and decrees of bodies or tribunals applicable to work under this Contract. Contractor is required to attend and participate in any federal, state, or City compliance reviews.

9. CHANGE IN LAW: In the event a change in any applicable law or regulation at the federal, state, or local level materially impact's the Contractor's cost structure in a manner unforeseen at time of bid, the Parties will collaborate on an equitable change to the Contract price.
10. DISADVANTAGED BUSINESS ENTERPRISE: The Disadvantaged Business Enterprise (DBE) requirements of 49 C.F.R. Part 26 apply to this Contract. The DBE participation goal for this Contract is 2.0%. Contractor is required to practice Good Faith Efforts to meet this DBE participation goal. Contractor will report its participation to the City on a quarterly basis. If Contractor is unable to meet this goal, it must demonstrate Good Faith Efforts as deemed by Federal Transit Administration (FTA).
11. INSURANCE: The Contractor shall not commence work under this Contract until all insurance required hereunder has been obtained and certificates thereof are submitted and approved by myCOI and the City's Human Resources & Risk Management Department. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverage.
 - 11.1 Prior to commencing work, the Contractor shall maintain continuous liability coverage written on an occurrence basis or, if a claims made basis, with an extended coverage provision (ERP) option of not less than three years. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky with a Best Rating of A- or better at the coverage levels described in Section 11.3.
 - 11.2 Without limiting Contractor indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this Contract the following policy or policies of insurance covering its operations, and require any subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the City. The City requires that the Contractor supply proof of subcontractor's insurance via Certificate of Insurance at the time of annual renewal, if applicable, or at any time additional City vehicles or equipment are added to the policy..
 - 11.3 The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:
 - 11.3.1 Commercial General Liability – Including contractual liability, bodily injury and property damage combined at a minimum of \$5,000,000 for each occurrence; personal and advertising injury of \$1,000,000 any one person or organization and \$2,000,000 in the aggregate.
 - 11.3.2 Automobile Liability, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$5,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

- 11.3.3 Automobile Physical Damage, insuring all vehicles leased from the City for collision and comprehensive coverage and naming the City as Loss Payee.
- 11.3.4 Workers' Compensation insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits., and Employers' Liability - \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy limit.
- 11.4 The Commercial General Liability & Auto Liability Policy shall be endorsed to contain the following provisions:
- 11.4.1 The City, its elected and appointed officials, employees, agents and successors and volunteers are named "Additional Insured." The coverage shall contain no special limitations on the scope of protection afforded to the "City" and may not include terms which make the coverage excess to other insurance on which the "City" may also qualify as an additional insured.
- 11.4.2 The insurance coverage for the Contractor entering into this Contract shall be on a primary and non-contributory basis for liability arising out of activities performed by or on behalf of the Contractor entering into this Contract for service including the insured's general supervision of the premises owned, occupied or used by the Contractor entering into this Contract and ongoing operations as well as completed operations and work performed by Contractor. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Contractor's insurance coverage.
- 11.4.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, employees, agents and successors and volunteers.
- 11.4.4 All Coverage: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify the City of any other material change of Contractor's insurance policy within five (5) days of such change.
12. **INDEMNIFICATION**: The Contractor does hereby agree to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury caused by the negligent or willful acts or omissions of the Contractor, its employees, or agents in the performance of any activities pursuant to this Contract. Similarly, the City does hereby agree to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees, from and against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury caused by the negligent or willful acts or omissions of the City, its officers, agents, and employees in the performance of any activities pursuant to this Contract.
13. **FORCE MAJEURE**: Contractor shall not be liable for failure to perform its obligations under this Contract if such failure to perform is from a cause beyond the control of Contractor and not the result of any act or omission of the Contractor. Such qualifying causes include acts of God, civil

disturbances, fire, floods, war, epidemic, pandemic, governmental/executive order, sustained inflationary pressure, quarantine, or terrorism. Strikes, labor disputes, work stoppages or lockouts shall also be considered force majeure events, provided such events occur despite Contractor's good faith efforts to prevent strikes, labor disputes, work stoppages, or lockouts. In the event of force majeure, the Contractor shall provide prompt notification to the City of the event, including detailed documentation of how the nature of the impact on Contractor's performance. If the City agrees that the event constitutes a force majeure event, the City shall negotiate in good faith with the Contractor to allow for Contractor to make its best efforts to minimize the impact of the force majeure event and to resume performance of its full obligations as soon as reasonably practicable.

14. INDEPENDENT CONTRACTOR: Contractor shall perform all Services under this Contract as an independent contractor, and not as an agent or employee of City. No employee or official of City shall supervise Contractor. Contractor shall exercise no supervision over any employee or official of City. Contractor shall not represent that it is an employee or agent of the City in any capacity. Contractor's officers, employees and agents are not entitled to Workers' Compensation benefits from the City, and Contractor is obligated to pay federal and state income tax on money earned under this Agreement. Except as this Agreement expressly states, Contractor shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. In the event the City approved Contract General Manager (GM) is terminated or resigns, the City maintains the right to interview and approve an acceptable replacement GM.
15. PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Contract shall construe its terms as to their fair meaning, and not for or against any Party based upon any attribution to either Party.
16. HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
17. WAIVER: No waiver of any breach or default under this Contract shall waive any other or later breach or default.
18. TERMINATION:
 - 18.1 In addition to any other available remedies, either Party may terminate this Contract if the other Party fails to cure a specified default within thirty (30) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.
 - 18.2 Either Party may, at any time, terminate this Contract for convenience, by giving the other Party one hundred twenty (120) days' written notice that refers to this section. Upon termination for convenience, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provision shall remain in force. At the time of termination for convenience or as soon afterwards as is practical, the Contractor shall provide the City with either originals or copies of all Services related documentation, status report(s), financial accounting record(s), personnel management records and any other information the City

requires, in its reasonable discretion, to assume the Services or transfer the Services to a designated third-party.

18.3 Compensation. In the event of termination for convenience by the City, the City will compensate the Contractor an equitable amount for the costs and charges accrued up to the termination date. The City shall pay the Contractor for all Services performed up to the termination date indicated in the termination for convenience notice, except to the extent Services have been paid for previously, as well as reimbursement for reasonable costs incurred while conducting close-down and transition activities, including, but not limited to separation (layoff) costs for local staff, corporate staff on site during close-down, and travel expenses that may be required to close out the Contract will be reimbursed only with substantiation of expenses. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Services been completed, except to the extent it would be inequitable to either Party. The Contractor shall not be entitled to any payment because of termination for convenience except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

19. CONTACTS: The Parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

For the City:

Name: Brent Childers
Title: NCS Director
Address: City of Bowling Green, Kentucky
PO Box 430
707 East Main Avenue
Bowling Green, KY 42102-0430
Brent.Childers@bgky.org

For the Contractor:

Name: Matthew Booterbaugh
Title: Deputy Chief Executive Officer
Address: RATP Dev USA, Inc.
300 Throckmorton Street, Suite 670
Fort Worth, TX 76102
matt.booterbaugh@ratpdev.com

20. ASSIGNMENT AND DELEGATION: Except as stated, neither Party may assign its rights or delegate its duties under this Contract without the express written approval of the other.

21. SUBCONTRACTING: Except subcontractors clearly identified and accepted in the Contractor's Proposal, Contractor may utilize subcontractors to perform the Services only with City's express prior written approval. Contractor is solely responsible for any compensation, insurance, and all clerical detail involved in utilization of subcontractors.

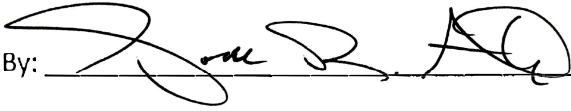
22. GOVERNING LAW AND VENUE: The laws of the Commonwealth of Kentucky shall govern enforcement and interpretation of this Contract.

23. AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of City and Contractor. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective Parties.
24. INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURES

FOR THE CITY

By: 

Printed Name: Todd Alcott

Title: Mayor

Date: 6/16/2023

Approved By City Attorney

Date: 6/16/23

FOR THE CONTRACTOR

By: Matthew *BOOTERBAUGH*
Matthew BOOTERBAUGH (Jun 27, 2023 11:05 CDT)

Printed Name: Matthew Booterbaugh

Title: Deputy Chief Executive Officer

Date: June 27, 2023






CBG WKU RDUSA Draft Contract - 2023-06-26

Final Audit Report

2023-06-27

Created:	2023-06-27
By:	Mark Millan (mark.millan@ratpdev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnDbD8oRAYFV-W8WrB33Lhb26-yIkKP5

"CBG WKU RDUSA Draft Contract - 2023-06-26" History

-  Document created by Mark Millan (mark.millan@ratpdev.com)
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-  Document emailed to Matthew BOOTERBAUGH (matt.booterbaugh@ratpdev.com) for signature
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TRANSIT MANAGEMENT & OPERATIONS CONTRACT – AMENDMENT 1

The City of Bowling Green, Kentucky
Western Kentucky University
RATP Dev USA, Inc.

The Parties, the City of Bowling Green, Kentucky (“City”), a municipal corporation, Western Kentucky University, (“University”), a public university founded by the Commonwealth of Kentucky, and RATP Dev USA, Inc. (“Contractor”), a Texas corporation, whose address is 300 Throckmorton Street, Suite 670, Fort Worth, Texas 76137, make this Contract Amendment this [date], considering the following facts and circumstances:

RECITALS:

1. The City, along with the University, conducted a joint competitive procurement process for transit management and operations services; and,
2. Said competitive procurement process found Contractor to be the most qualified responsive firm; and,
3. The City and the Contractor entered into a Contract for transit management and operations services on June 27, 2023, and with an effective date of July 1, 2023; and,
4. The University desires to join said Contract as a Party with a service commencement date of October 1, 2023, and the City and the Contractor wish the University to do so.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree that Western Kentucky University shall join the Contract as a Party, incorporating all rights and obligations as enumerated and referenced in the Contract as if set forth fully herein, and acknowledging all of its terms and conditions with the following exception and highlighted sections noted and agreed upon below:

1. The Contractor shall be responsible for performance of all of the University’s event transit operations as a normal extension of the University’s transit operations.
2. INSURANCE: The Contractor shall not commence work under this Contract until all insurance required hereunder has been obtained and certificates thereof are submitted and approved by AVP for Business Services. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverage.
 - a. Prior to commencing work, the Contractor shall maintain continuous liability coverage written on an occurrence basis or, if a claims made basis, with an extended coverage provision (ERP) option of not less than three years. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky with a Best Rating of A- or better at the coverage levels described in Section 2.c.
 - b. Without limiting Contractor indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this Contract the following

policy or policies of insurance covering its operations, and require any subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the University. The University requires that the Contractor supply proof of subcontractor's insurance via Certificate of Insurance at the time of annual renewal, if applicable, or at any time additional University vehicles or equipment are added to the policy.

- c. The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:
 - i. Commercial General Liability – Including contractual liability, bodily injury and property damage combined at a minimum of \$5,000,000 for each occurrence; personal and advertising injury of \$1,000,000 any one person or organization and \$2,000,000 in the aggregate.
 - ii. Automobile Liability, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$5,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 - iii. Automobile Physical Damage, insuring all vehicles leased from the University for collision and comprehensive coverage and naming the University as Loss Payee.
- d. Workers' Compensation insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits., and Employers' Liability - \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy limit.
- e. The Commercial General Liability & Auto Liability Policy shall be endorsed to contain the following provisions:
 - i. The University, its administrators, employees, agents and successors and volunteers are named "Additional Insured." The coverage shall contain no special limitations on the scope of protection afforded to the "University" and may not include terms which make the coverage excess to other insurance on which the "University" may also qualify as an additional insured.
 - ii. The insurance coverage for the Contractor entering into this Contract shall be on a primary and non-contributory basis for liability arising out of activities performed by or on behalf of the Contractor entering into this Contract for service including the insured's general supervision of the premises owned, occupied or used by the Contractor entering into this Contract and ongoing operations as well as completed operations and work performed by Contractor. Any insurance or self-insurance maintained by the University, its administrators, employees, agents and successors and volunteers shall be excess of the Contractor's insurance coverage.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the University, its administrators, employees, agents and successors and volunteers.
 - iv. All Coverage: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University. Contractor shall notify the

University of any other material change of Contractor's insurance policy within five (5) days of such change.

3. INDEMNIFICATION: The Contractor does hereby agree to indemnify, defend, and save harmless the University, its officers, agents, and employees, from and against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury caused by the negligent or willful acts or omissions of the Contractor, its employees, or agents in the performance of any activities pursuant to this Contract. Similarly, the University does hereby agree to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees, from and against all claims, actions, lawsuits and demands, including reasonable attorney fees for damages, loss or injury caused by the negligent or willful acts or omissions of the University, its officers, agents, and employees in the performance of any activities pursuant to this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURES

FOR THE CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

FOR THE UNIVERSITY

By: _____

Printed Name: _____

Title: _____

Date: _____

FOR THE CONTRACTOR

By: _____

Printed Name: Matt Booterbaugh

Title: Deputy Chief Executive Officer

Date: _____