AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		199

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
1672	See Block 16C		

6. ISSUED BY CODE 892431

SC Oak Ridge Support Center
Office of Science - Oak Ridge
U.S. Department of Energy
P.O. Box 2001
Oak Ridge TN 37831

7. ADMINISTERED BY *(If other than Item 6)* CODE 06010

PNSO
U.S. Department of Energy
Pacific Northwest Site Office
P.O. Box 350, K9-42
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

BATTELLE MEMORIAL INSTITUTE
Attn: John Robinson
P.O. Box 999
ATTN: John M. Robinson MSIN K6-46
RICHLAND WA 99352

CODE CWKJEXDG79A7 FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

☐ **9B. DATED** *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NUMBER
DE-AC05-76RL01830

☒

10B. DATED *(SEE ITEM 13)*
12/30/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 13C. DEAR 970.5204-2, Bilateral - FAR 43.103(a)(3) and by mutual agreement of the parties
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
John M. Robinson, Prime Contract Manager	Isidro Chavez Chavez

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John M. Robinson Digitally signed by John Robinson Date: 2026.07.21 15:17:12 -07'00'			Digitally signed by ISIDRO CHAVEZ CHAVEZ DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ISIDRO CHAVEZ CHAVEZ, 0.9.2342.19200300.100.1.1=89001003423673 Date: 2026.07.21 15:27:04 -07'00'
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This bilateral contract modification incorporates changes to Part I, Section H, “Special Contract Requirements”; and Part III, Section J, “List of Attachments,” appendices B, "Special Financial Institution Account(s) Agreement For Use with the Payments Cleared Financing Arrangement," D, "List of Applicable Directives & External Requirements," and L, “Special Emphasis Activities.” Payment:				

1.0 Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying Contract No. DE-AC05-76RL01830 (Contract) to update Sections H andp J Appendices, as described in this Modification. The Contract shall be amended as described in this Modification to accomplish the following:

1. Revise Part I, Section H, Special Contract Requirements;
2. Revise Part III, Section J, Appendix B – Special Financial Institution Account(s) Agreement For Use with the Payments Cleared Financing Arrangement;
3. Revise Part III, Section J, Appendix D – List of Applicable DOE Directives and External Requirements; and
4. Revise Part III, Section J, Appendix L – Special Emphasis Activities.

2.0 Description of Modification:

1. Revise Part I, Section H, Special Contract Requirements, this modification restores the language to Section H that was inadvertently omitted during the execution of modification 1665. The text, as originally incorporated in modification 1627, is hereby reinstated in its entirety.

2. Revise Part III, Section J, Appendix B, Special Financial Institution Accounts Agreement For Use with the Checks Paid Letter of Credit Financing Arrangement, is deleted in its entirety and replaced in full with Revision 5.

3. Revise Part III, Section J, Appendix D, List of Applicable Directives & External Requirements, modification adds CRDs in accordance with Contract, Section I Clause *DEAR 970.5204-2, Laws, Regulations and U.S. Department of Energy Directives*. Modification is as follows:

    a. The Contracting Officer Impact Analysis (IA) request, sent via email on May 15, 2026, and PNNL's subsequent IA Response, submitted on July 21, 2026, following an extension approval by the CO on June 9, 2026, document the notification and impact associated with the following CRD update:

        1). Add: CRD O 452.7 Chg 1 (AdminChg), Protection of Use Control Vulnerabilities and Designs

    b. PNSO letter 26-PNSO-0148, dated May 6, 2026, and PNNL letter OUT-0192-2026, dated June 1, 2026, document the notification and identification of impacts associated with the following CRD update:

        1). Add: CRD O 471.5, Special Access Programs

4. Revise Part III, Section J, Appendix L, Special Emphasis Activities, to remove DEI language from Section V, Community Commitment Plan, paragraph A, bullet three, in accordance with

Executive Order 14151 and DOE Acting Secretary's Memorandum dated January 28, 2025.

5. Modification results in no further changes to the Contract.

(End of Contract Modification)
[1672]

Part I – The Schedule

Section H

Special Contract Requirements

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H-1 Pacific Northwest National Laboratory Land/Facilities

DOE agrees to furnish and make available to the Contractor, for the performance of work under this Contract, the Laboratory land/facilities designated as follows:

(a) The Government-owned or leased land, buildings, utilities, equipment and other facilities situated at the Pacific Northwest National Laboratory Site at Richland, Benton County, Washington and Sequim, Clallam County, Washington; and

(b) Government-owned or leased facilities at such other locations as may be approved by DOE for use under this Contract.

DOE reserves the right to make part of the above-mentioned land or facilities in paragraphs (a) and (b) available to other Government agencies or other users on the basis that the responsibilities and undertakings of the Contractor will not be unreasonably interfered with.

In order to assure non-interference on Battelle-retained lands, the following shall be recorded within the deed language:

(1) Grantee is prohibited from undertaking any activity that is prohibited on this property by the Richland Municipal Zoning Regulations in effect in 2021. This property was zoned B-RP, Business Research Park, and as such, grantee is permanently restricted from undertaking any activity prohibited by these standards unless specifically waived by the Department of Energy.

(2) No change in local zoning regulations or the zoning on this property shall alter these restrictions.

(3) The intent of this restriction is to avoid any interference with the operation of the Pacific Northwest National Laboratory.

Before exercising its right to make any part of the land or facilities available to another agency or user, DOE will confer with the Contractor.

Unless otherwise authorized by this Contract or as agreed to by the Parties, the Contractor agrees to provide to DOE the exclusive use of the Contractor-owned facilities and the beneficial use of the Contractor-owned land for the operations of the Pacific Northwest National Laboratory, in accordance with the rights and obligations set forth in Section J, Appendix I, Advance Agreement on Costs and Associated Use of Battelle Owned Facilities and Real Property.

A list of current approved Government-owned and leased and Contractor-owned and Contractor-leased Laboratory land/facilities is contained in Section J, Appendix H – List of Approved Laboratory Land/Facilities (Owned and Leased).

Subject to mutual agreement land/facilities may be authorized or removed in the performance of the work under this Contract.

The Contractor may use the above-mentioned Government-owned or leased land, facilities and property in its custody under this Contract to conduct research and development activities under the Contract Clause entitled "Non-Federal Agreements for Commercializing Technology (Pilot)".

(End of Clause)
[M1414]

H-2 Source and Special Nuclear Materials

The Contractor shall comply with all applicable regulations and instructions of DOE relative to the control of and accounting for source and special nuclear material (as these terms are defined in applicable regulations). The Contractor shall make such reports and permit such inspections as DOE may require with reference to source and special nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials. The Contractor shall also submit to DOE, as requested for all specified nuclear materials, the annual Nuclear Materials Inventory Assessment and the Nuclear Materials Forecast.

(End of Clause)

H-3 Workers' Compensation

(a) Pursuant to State of Washington Revised Code (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by those workers' compensation statutes shall, for work under this Contract in the state of Washington, be subject to the following:

(1) Under the terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.

(2) The Contractor shall submit to DOE (or other party as designated by DOE for transmittal to the L & I), such payroll records required by the workers compensation laws of the State of Washington.

(3) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the Department, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation

requested by DOE or the L&I pursuant to the workers compensation laws of the State of Washington.

(4) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

(5) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the State Department of L&I. In support of this arrangement, the Contractor is responsible for withholding appropriate employee contributions and forwarding on a timely basis these contributions plus the employer-matching amount to DOE.

(6) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of DOE, Richland Operations Office (RL) self-insurance program that provides workers' compensation benefit coverage to Contractor employees at PNNL.

(7) The Contractor must certify to the accuracy of the payroll record used by the Department in establishing the self-insurance claims reserves, and cooperate with any state audit.

(8) The Contractor shall submit to the Contracting Officer, a yearly evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the Department (once DOE has provided the Contractor with the necessary data to perform the analysis required in this paragraph).

(b) The Contractor will provide statutory worker's compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington worker's compensation laws.

(c) Subcontractors performing work under this Contract on behalf of the Contractor are not covered by the provision of the Agreement referenced in (a)(1) of this clause. The Contractor shall flow-down to its subcontractors the requirement to provide statutory worker's compensation coverage for the subcontractor's employees. The Contractor shall have no responsibility for subcontractor worker's compensation when it includes this requirement in the subcontract.

(End of Clause)

H-4 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties

(a) The Contractor shall accept, in its own name, service of notices of violation or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.

(b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

(End of Clause)

H-5 Allocation of Responsibilities for Contractor Environmental Compliance Activities

(a) The Parties commit to full cooperation with regard to acquiring any necessary permits or licenses required by environmental, safety and health (ES&H) laws, codes, ordinances, and regulations of the United States, states or territories, municipalities or other political subdivisions, and which are applicable to the performance of work under this Contract. It is recognized that certain ES&H permits will be obtained jointly as co-permittees, and other permits will be obtained by either party as the sole permittee. The Contractor, unless otherwise directed by the Contracting Officer, shall procure all necessary non-ES&H permits or licenses.

(b) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "Parties", for implementing the environmental requirements at facilities within the scope of the Contract. In this Clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses.

(c) (i) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both Parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties

assessed against the Contractor shall be subject to the other provisions of this Contract.

(ii) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the Contract.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, and the Contractor has been directed in by the Contracting Officer to obtain such permits after the Contractor has notified the Contracting Officer of the costs of complying with such conditions, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with the acceptable form of financial responsibility. Under no circumstances shall the Contractor be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(End of Clause)

H-6 Other Intellectual Property Related Matters

(a) Transfer of Patent Rights to a Successor Contractor

As consideration for the Contractor's commitment to expend private monies in its privately-funded technology transfer effort under this Contract at a level at least commensurate with such expenditures under its prior contracts, including an average of five hundred thousand dollars ($500,000) per year for activities under the privately-funded technology transfer program which includes a combination of the filing of an average of 7 patent applications, and no fewer than 5, per year during the period of this Contract, including expenses related to the patenting, marketing, licensing and development of Subject Inventions, the Parties agree that at the termination or expiration of this Contract, the following terms and conditions shall apply to Subject Inventions which were elected to be pursued under the Contractor's privately-funded technology transfer program, and to the licenses and royalties generated therefrom: **[M881]**

(1) In the event Contractor has executed a license, assignment or other commercialization agreement to a Subject Invention prior to termination or expiration of this Contract in which royalties, fees, equity or other consideration is to be or has been paid (hereinafter "agreement"), the

distribution of net income from royalties, equity, or any other consideration received or to be received under such agreement shall remain as prior to Contract termination or expiration and shall continue for the duration of such agreement. As set forth in paragraph (d) below, fifty-one percent (51%) of such net income shall go to the Successor Contractor at the Facility for use at the Facility pursuant to its contract or, in the absence of a Successor Contractor, to such other entity designated by the Government, and forty-nine percent (49%) may be retained by the Contractor for use in accordance with 35 USC Section 200 et seq. Administration of agreements related to such Subject Invention, shall remain with the Contractor. Title to such Subject Invention shall remain with the Contractor provided the Contractor has fulfilled the commitments set forth in paragraph (a) above. If the Contractor has not fulfilled the commitments set forth in paragraph (a) above, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or such other entity designated by the Government.

(2) In the event Contractor has not executed an agreement (as defined in paragraph (1) above) to a Subject Invention, upon request, title to such Subject Invention shall be transferred to the Successor Contractor, or to such other entity designated by the Government, unless Contractor can demonstrate that it has expended at least twenty thousand dollars ($20,000) of private monies in its privately funded technology transfer program toward the patenting, licensing, marketing and/or development of such Subject Invention, and the Contractor has fulfilled the commitments set forth in paragraph (a) above. In the event Contractor retains title to a Subject Invention under this paragraph, the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (1) above.

(3) In the event Contractor retains title to Subject Inventions under paragraphs (1) or (2) above, and executes an agreement (as defined in paragraph (1) above) to such Subject Inventions after the termination or expiration of this Contract, the distribution of royalties, fees, equity or other consideration from such agreement shall be as set forth in paragraph (1) above.

(4) The Contractor and the Government shall enter negotiations prior to such termination or expiration with respect to retention of the title to Subject Inventions. Such negotiations shall consider the equities of the Parties with respect to each Subject Invention and shall take into consideration the presence of private investment, DOE's need for continued operation of the Facility, potential commercial use, assumption of patent related liabilities, effective technology transfer, and the need to market the technology. Such negotiations shall not change the disposition of title provided for in

paragraphs (1) and (2) above unless mutually agreed by the Contractor and the Government.

(5) For any Subject Invention to which the Contractor maintains title or administration of an agreement under paragraphs (a)(1)-(2) above, the Contractor agrees that, to the extent it is able to do so in view of prior licenses or assignments, it will negotiate in good faith to enable the Successor Contractor to practice such subject invention in the form of CRADAs, Strategic Partnerships Projects agreements, licenses or other appropriate agreements, in order to fulfill the missions and programs of the Facility. It is the intention of the Contractor to enable the Successor Contractor to continue operation of the Facility, including the Facility's technology transfer program. In any event, the Successor Contractor retains the nonexclusive royalty-free right to practice the Subject Invention on behalf of the U.S. Government.

(b) Costs

(1) Except as otherwise specified in the clause of this Contract entitled, "Technology Transfer Mission," as allowable costs for conducting activities pursuant to provisions of that clause, no costs are allowable as direct or indirect costs for the preparation, filing, or prosecution of patent applications or the payment of maintenance fees or licensing and marketing costs after the Contractor elects to pursue commercialization of a Subject Invention under its privately-funded technology transfer program pursuant to paragraph (f) below. Should the Contractor make such election after allowable costs have been incurred with respect to the patenting of a particular Subject Invention, such costs shall be repaid from private funds concurrent with such election. **[M1067]**

(c) Liability of the Government

(1) It is understood that the privately-funded technology transfer activities of the Contractor under this clause are not subject to the clause entitled, "Insurance–Litigation and Claims."

(2) The Contractor shall not include in any license agreement or assignment any guarantee or requirement, which would obligate the Government to pay any costs or create any liability on behalf of the Government.

(3) The Contractor shall include in all licensing agreements and in any assignment of title the following clauses unless otherwise approved or directed by the Contracting Officer following consultation with the DOE Patent Counsel:

(i) "This agreement is entered into by Battelle Memorial Institute (BMI) in its private capacity. It is understood and agreed that the U.S. Government is not a party to this agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this agreement or the subject matter licensed assigned."

(ii) "Nothing in this Agreement shall be deemed to be a representation or warranty by the U.S. Government of the validity of any of the patents or the accuracy, safety, or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by BMI. The U.S. Government shall have no liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from:

(A) The production, use, or sale of any apparatus or product, or the practice of the INVENTIONS;

(B) The use of any TECHNICAL INFORMATION, techniques, or practices disclosed by BMI; or

(C) Any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government harmless in the event the U.S. Government is held liable. BMI represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert."

(d) Distribution of net income

In the event the Contractor engages in a privately funded technology transfer program under the clause of this Contract entitled, "Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor" or the clause of this Contract entitled, "Rights in Data – Technology Transfer, " such that private funds are utilized for technology transfer after the Contractor elects to pursue privately-funded commercialization of a Subject Invention or after the Contractor has received permission from the Contracting Officer to assert statutory copyright in a software program and received DOE approval to commercialize such software under its privately funded technology transfer program under paragraph (h) below, net income from such privately funded technology transfer program shall be distributed as follows:

(1) Fifty-one percent (51%) of net income shall be used at the Facility for scientific research, development and education consistent with the research and development mission and objectives of the Facility. Forty-nine percent (49%) of such net income may be used by the Contractor at a location other than the Facility if such use is for scientific research, development, and education consistent with the research and development mission and objectives of the Facility in accordance with 35 USC Section 200 et seq.

(2) "Net income" is defined as that amount remaining after the expense of patenting costs, licensing and marketing costs, payments to inventors, and other expenses incidental to the administration of Subject Inventions is deducted from gross income received.

(e) Equity Plan

It is the intent of the Government and the Contractor that the Contractor shall, in its discretion, take reasonable and prudent actions from both a commercial and stewardship of the Facility's technology transfer perspective related to the ownership of equity received from third parties under this Contract. The Contractor shall submit to the Contracting Officer a plan, which shall set forth principles for the Contractor's acquisition, retention and disposition of equity received from third parties as consideration for licenses or assignments granted to such third party. Such plan shall consider, at a minimum,

(1) the manner in which the Contractor shall acquire such equity in a third party, including the manner in which the Contractor shall apportion capital contributions to such third party between the relative value of private Contractor contributions and the value of contributions representing a license under a Subject Invention;

(2) the manner in which the Contractor shall hold such equity, given that the Government has an undivided 51% interest in that portion of such equity representing the value of contributions resulting from a license to such Subject Invention;

(3) the manner in which the Contractor shall dispose of such equity, giving due consideration to the potential for a conflict of interest between the interests of the Government and the Contractor; and

(4) the manner in which the Contractor's inventors are compensated.

(f) The Contractor shall indicate whether a Subject Invention will be pursued under its government-funded technology transfer program or its privately-funded technology transfer program within six (6) months after the Subject Invention is reported to the Contractor, unless otherwise agreed in writing by the DOE Patent

Counsel.

(g) In its privately-funded technology transfer program, the Contractor shall be substantially guided by the principles of U.S. Competitiveness and Fairness of Opportunity as set forth herein.

(h) When requesting approval from DOE to assert statutory copyright in a particular software package pursuant to the clause entitled "Rights in Data—Technology Transfer", Contractor may request that commercialization of such software proceed under the provisions of this Clause. If approved, no costs of such commercialization thereafter shall be allowable, and the proceeds of such commercialization shall be treated in accordance with paragraph (a) above as if such proceeds had resulted from the commercialization of a Subject Invention.

(End of Clause)
[M1067]

H-7 Continued Improvement Initiative

It is the intent of the Parties to continue to work together during the term of this Contract to develop and implement innovative approaches and techniques for improving Contractor performance and Contract administration. This initiative for continued improvement will focus on improving Contractor efficiency and effectiveness, enhancing Contractor accountability, gaining savings in Laboratory programs, improving cost-effective management of risks, and increasing efficiencies in Federal oversight of the Contract. Areas that the Parties will evaluate, include, but are not limited to, the following:

(a) Management/reduction of mandatory Hanford Site Services and ensure cost allocation equity;

(b) Policies and procedures related to the Technology Transfer mission of the Laboratory; and

(c) Incentive Compensation and/or other enhancements to variable pay programs.

(End of Clause)
[M881]

H-8 Standards of Contractor Performance Evaluation

(a) Use of objective standards of performance, self-assessment and performance evaluation

(1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory

management. The performance-based management approach will include the use of standardized performance goals and objectives as the measurement basis against which the Contractor's overall performance of the scientific and technical mission obligations under this Contract will be assessed. The performance criteria will focus on results to drive improved performance and increased effective and efficient management of the Laboratory.

(2) The Parties agree to utilize the process described within Section J, Appendix E "Performance Evaluation and Measurement Plan" (PEMP) to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in Appendix E will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.

(3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as a principal means of determining its compliance with the Contract Statement of Work and performance objectives identified within Section J, Appendix E. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.

(4) The Contractor shall provide formal status briefings for performance against Appendix E, as agreed to by the Laboratory Director and the Manager, PNSO. **[M813]**

(5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract. The Office of Science, through the PNSO, has the lead responsibility for oversight of the programs and activities conducted by the Contractor.

(6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Appendix E. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating for each goal. The Contractor's self-assessment results, to include results of any third party reviews which may have been conducted during the evaluation

period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Appendix E that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., OIG, GAO, DCAA, etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. With exception of "for cause" reviews, the DOE Pacific Northwest Site Office will conduct no more than one management and operations review per year. The on-site portion of such reviews will normally last no more than two weeks.

(b) Standards of performance measure review

(1) The Parties agree to review the PEMP elements (measurement basis and performance measures/targets) contained in Appendix E annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the measurement basis and/or performance measures/targets for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new measurement basis and/or performance measures/targets and/or to modify and/or delete existing measurement basis and/or performance measures/targets of performance. It is expected that the measurement basis and performance measures/targets for objectives will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.

(2) Failure to include an objective or performance measure/target in the Contract Appendix E does not eliminate the Contractor's obligation to comply with all applicable terms and conditions as set forth elsewhere within the Contract.

(3) In the event the Contracting Officer or HCA decides to exercise the rights set forth in paragraphs (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision ten days prior to issuance. **[M432]**

(End of Clause)

H-9 Care of Laboratory Animals

(a) Before undertaking performance of any contract involving the use of Laboratory animals, the Contractor shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended. The Contractor shall furnish evidence of such registration to the Contracting Officer.

(b) The Contractor shall acquire animals used in research and development programs from a dealer licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a), above, of this provision.

(c) In the care of any animals used or intended for use in the performance of this Contract, the Contractor shall comply with USDA regulations governing animal care and usage, as well as all other relevant local, State, and Federal regulations concerning animal care and usage. In addition the Contractor will ensure that research will be conducted in a facility that either: (i) has a current National Institutes of Health (NIH) assurance number for animal care and usage, or (ii) is currently accredited for animal care and usage by an appropriate organization such as the Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) International, or (iii) has a DOE Assurance Plan Number.

(End of Clause)

H-10 Protection of Human Subjects

Before undertaking the performance of any research involving the use of human subjects, the provisions of 10 CFR 745, 45 CFR Part 46, and the applicable DOE requirements regarding Protection of Human Subjects as incorporated into this Contract in Section J, Appendix D, must be complied with. This requirement applies to research undertaken with DOE support, strategic partnership projects, and collaborations with other institutions. Intelligence-related projects with potential human subjects research (HSR) and/or Human Terrain Mapping (HTM) tasks, will be reviewed by the Central DOE Institutional Review Board - Classified (IRB-C), regardless of the classification level. The DOE Institutional Official's approval is required following IRB-C approval, and prior to initiation, of any HSR and/or HTM projects that are classified in whole or in part, regardless of whether they can be reviewed by the IRB-C in an unclassified manner.

(End of Clause)

[M1110]

H-11 Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

(End of Notice)

H-12 Privacy Act Records

In accordance with the Privacy Act of 1974, 5 U.S.C. 552a (Public Law 93-579) and implementing DOE regulations (10 CFR 1008), the Contractor shall maintain the following "Systems of Records" on individuals in order to accomplish the United States Department of Energy functions:

(a) Intelligence Related Access Authorization (DOE-15)

(b) Personnel Radiation Exposure Records (DOE-35)

(c) Security Education and/or Infraction Reports (DOE-48)

(d) Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites (DOE-52)

(e) Counterintelligence Administrative and Analytical Records and Reports (DOE-81)

(f) Counterintelligence Investigative Records (DOE-84)

The parenthetical DOE number designations for each system of records refer to the official "System of Records" number published by the DOE in the Federal Register pursuant to the Privacy Act.

(End of Clause)

H-13 Administration of Subcontracts

(a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.

(b) The DOE reserves the right to direct the Contractor to assign to the DOE, or another Contractor, any subcontract awarded under this Contract.

(c) The DOE reserves the right to identify specific work activities in Section C "Description/Specifications" to be removed (de-scoped) from the Contract in

order to contract directly for the specific work activities. The Department will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. **[M1100]**

(d) To the extent that DOE removes (de-scopes) work from this Contract, any such removed or withdrawn work shall be treated as a change in accordance with the clause of this Contract, titled Changes (Dec 2000). A "material change" for the purpose of this clause is defined as cumulative changes during a fiscal year that result in a plus or minus 10% change to the Laboratory's Estimated Fee Base. To the extent that DOE assigns the administration of a contract to the Contractor, or removes (de-scopes) work, the Parties reserve the right to negotiate an equitable adjustment in the Contractor's annual available performance fee. The negotiation of fee will be in accordance with the Contract clause entitled "Determining Total Available Performance Fee and Fee Earned". The Parties will also negotiate appropriate adjustments to the Contractor's Subcontracting Plan or any other applicable Contract terms and conditions impacted by such withdrawal or addition of work scope to recognize the changes to the Contractor's subcontracting base and goals. **[M1017]**

(End of Clause)

H-14 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000

Except as otherwise may be approved, in writing, by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. "If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect."

(End of Clause)
[M1067]

H-15 Service Contract Labor Standards

The Service Contract Act of 1965 is not applicable to this contract. However, in accordance with Section I Clause entitled "DEAR 970.5244-1 – Contractor Purchasing System," subcontracts awarded by the Contractor are subject to the Act to the same extent and under the same conditions as contracts awarded by DOE. The Contractor and the Contracting Officer shall develop a procedure whereby DOE will determine if the

Service Contract Act is applicable to particular subcontracts. In cases determined to be covered by the Service Contract Act, the Contractor shall prepare SF-98 and 98A "Notice of Intention to Make a Service Contract" (or documentation considered equivalent by the Contracting Officer) and forward it to the Contracting Officer or his designee to obtain a wage determination.

(End of Clause)
[M1067]

H-16 Cap on Liability (DOE-H-7015) (Sep 2017)

(a) The Parties have agreed that the Contractor's liability, for certain obligations it has assumed under this contract, shall be limited as set forth in paragraph (b) below. These limitations or caps shall only apply to obligations the Contractor has assumed pursuant to the following clauses:

(1) The Section I Clause entitled "DEAR 970.5245-1 – Property", paragraph (f)(1)(i)(C);

(2) The Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims", paragraph (f); with respect to prudent business judgment only; and

(3) The Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims", paragraph (g)(2); except for punitive damages resulting from the willful misconduct or lack of good faith on the part of the Contractor's managerial personnel as defined in the Section I Clause entitled "DEAR 970.5245-1 – Property".

(b) Unless otherwise prohibited by law or regulation, the Contractor shall be liable each fiscal year for an amount not-to-exceed 1.25 times the maximum performance fee available for that fiscal year. The annual cap which will apply shall be based on the fiscal year in which the Contractor's act or failure to act was the proximate cause of the liability assumed by the Contractor. In the event the Contractor's act or failure to act overlaps more than one (1) fiscal year, the limitation will be the annual limitation for the last fiscal year in which the Contractor's act or failure to act occurred. If the Contractor's cumulative obligations for a fiscal year equal the amount of the annual limitation of liability, the Contractor shall have no further responsibility for the costs of the liabilities it has assumed for that fiscal year pursuant to (a)(1) through (3) above.

(End of Clause)
[M1414]

H-17 Performance Based Management and Oversight

(a) Performance-based management shall be the key enabling mechanism for establishing the DOE-Contractor expectations on oversight and accountability. DOE expectations (outside of individual program performance and requirements of laws and regulations) and performance targets shall be established through the

Performance Evaluation and Measurement Plan (PEMP) pursuant to the clause entitled "Standards of Contractor Performance Evaluation." This PEMP shall establish the expected strategic results in the areas of science and technology, stewardship, and management/operations excellence. The measurement basis for the science and technology performance goals shall be established by each major customer of the Laboratory, and customer evaluation will be the primary means of evaluating science and technology performance. The performance measures/targets for the management/operational goals shall be established by agreement with DOE. Confirmation of Contractor assurance results shall be the primary method for evaluating Contract management/operational performance. The types and level of evaluation utilized to confirm results are dependent on the Contracting Officer's determination of the effectiveness of the Contractor's assurance system and is described in the Section H Contract clause, entitled "Contractor Assurance System." **[M600]**

(b) The performance-based management system shall be the primary vehicle for addressing issues associated with performance expectations. In the event of a substantive performance shortfall in any area, the appropriate improvement expectations and measures/targets will be incorporated into the PEMP and tracked through self-assessment and independent oversight, as appropriate.

(c) Compliance with applicable Federal, State and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contract compliance. **[M600]**

(End of Clause)

H-18 Shared Services

(a) Alternative Proposals

The Contractor may submit to the Contracting Officer alternative proposals for obtaining services currently provided by other contractors as Shared Services. All proposals will reflect innovative cost-effective approaches whereby the Contractor will obtain services in a manner reflecting the best interests of the Government and the Contractor. The Contractor will consider contractual and regulatory constraints in all proposals. The Contractor must submit proposals under this clause to the Contracting Officer a minimum of 90 calendar days in advance of the proposed date for transitioning services. The Contracting Officer shall accept, reject, or conditionally accept the proposal, in writing, within 90 calendar days of receipt. The Contracting Officer shall provide an explanation for any rejection.

(b) Cost-Efficiency Comparison Information

To facilitate the cost-efficiency comparisons required under paragraph (a) above, DOE agrees to provide the contractor's allocation methodology information associated with services provided by other Hanford Site contractors to the fullest extent possible and at the highest level sufficient to perform such analysis. DOE will deliver the information to the Contractor within 30 days of the Contractor's request or such time period as agreed to by the Parties.

(End of Clause)
[M1067]

H-19 Lobbying Restriction

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. The Contractor also agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)
[M1067]

H-20 Intellectual and Scientific Freedom

(a) The Parties recognize the importance of fostering an atmosphere at the Laboratory conducive to scientific inquiry and the development of new knowledge and creative and innovative ideas related to national interests.

(b) The Parties further recognize that the free exchange of ideas among scientists and engineers at the Laboratory and colleagues at universities, colleges, and other laboratories or scientific facilities is vital to the success of scientific, engineering, and technical work performed by Laboratory personnel.

(c) The Parties also recognize that protecting proprietary and national security interest, information and assets is a paramount concern and duty of the Laboratory and its personnel.

(d) In order to further the goals of the Laboratory and the national interest, as well as protect proprietary information and national security, it is agreed by the Parties that the scientific and engineering personnel at the Laboratory shall be accorded the rights of publication or other dissemination of research, and participation in open public debate and in scientific, educational, or professional meetings and conferences, subject to limitations included in technology transfer agreements,

strategic partnership project agreements, and such other limitations as may be required by the terms of this contract. Nothing in this clause is intended to interfere with the obligations of the Parties, including all Laboratory personnel, to protect proprietary, classified, Privacy Act, or other sensitive information as provided for or required by law, regulation, Department of Energy Directive or Order, or elsewhere in this contract.

(End of Clause)
[M1089]

H-21 Advance Understandings on Allowable Costs

Allowable costs under this Contract shall be determined according to the requirements of DEAR 970.5232-2, Payments and Advances. For purposes of effective contract implementation, certain items of cost are being specifically identified below as allowable under this Contract to the extent indicated:

1) Foreign Rental Car Insurance - Foreign rental car insurance is allowable to the extent it is not covered by an existing insurance plan being billed to the government or is required by law and is not personal in nature.

2) Home Office Expenses - Home Office residual expenses are allowable to the extent that such expenses are allowable per FAR 31.2 and DEAR 970.3102 and are allocable consistent with FAR 31.2 and the Cost Accounting Standards. These costs are capped by Fiscal Year (FY) at: (a) **$1.0M** for Fiscal Year 2023 and (b) $**0.5M** for FY 2024. Home Office Expenses will no longer be allowed after FY 2024. Therefore, Home Office Expenses for FY 2025, FY 2026 and FY 2027 are **$0.0.**
[M1414]

3) Operational Support and Strategic Sourcing – In circumstances when there is a clear advantage to the Government for operational support to be sourced from Battelle Home Office* in a project or non-project (i.e., overhead) capacity or when Battelle Pacific Northwest Division performs non-project work for Battelle home office, whereas, the cost is charged to an indirect account that is allocated over a base to include Battelle Pacific Northwest Division will be deemed allowable to the extent the costs are in accordance with FAR Part 31.2, DEAR 970.3102 and Cost Accounting Standards under this Contract. Additionally, the following measures shall be taken for the described costs:

   a) Allocation of cost from Battelle Home Office for corporate provided services, such as contractor assurance, Laboratory Operations, insurance, risk management, payroll, benefits, taxes, corporate leases essential for the Contractor to operate PNNL. The Contractor will submit an annual true-up of these costs by July 31 of the following fiscal year.

b) Costs for Battelle Home Office provided software licenses, subscriptions, and memberships that are a part of the corporate allocations only require notification to DOE five (5) days prior to the expenditure of funds, to the extent practicable.

c) Costs of work performed by Battelle Home Office that are charged to a Battelle Pacific Northwest Division overhead account, such as logistics support, benefit claims, essential for the Contractor to operate PNNL. DOE notification is required five (5) days prior to the start of work to and/or to the expenditure of funds, to the extent practicable;

d) Costs for work performed by Battelle Home Office that are directly charged to projects, such as project Inter-Laboratory Agreements (ILA). DOE notification is required five (5) days prior to the start of work to the extent practicable and/or prior to the expenditure of funds, to the extent practicable;

e) Costs for work performed by Battelle Pacific Northwest Division for Battelle Home Office that are charged to a home office indirect account, such as labor costs of support staff and facility maintenance on Battelle-owned facilities. DOE notification is required five (5) days prior to the start of work and/or prior to the expenditure of funds, to the extent practicable.

* *For Clause H-21(3) ONLY, Battelle Home Office shall be defined as any Battelle segment, division, home office, subsidiary, or affiliate other than Battelle Pacific Northwest division.*

[M1163]

4) <u>Stipends and payments, if not otherwise unallowable under any other term of the contract, made to reimburse travel or other expenses</u> - Researchers and students who are not employed under this Contract but are participating in research, educational or training activities under this Contract are allowable to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved in writing by the Contracting Officer. (Deviation authorized from FAR 31.205-44 (e))

5) <u>Tuition Reimbursement</u> – Tuition and fees for staff who are employed under this Contract are allowable to the extent the staff continue their employment during the period of reimbursement and this cost is not otherwise unallowable.

6) <u>Payments, if not otherwise unallowable under any other term of the contract, to educational institutions</u> - Tuition and fees for researchers and students who are not employed under this Contract but are participating in

research, educational or training activities under this Contract, or institutional allowances in connection with fellowship or other research, educational or training programs are allowable. (Deviation authorized from FAR 31.205-44 (e))

7) Rewards & Recognition - The cost incurred by the Contractor will be allowable, to the extent specified under FAR 31.205-6 (f), and as applicable to work under this Contract for administering the Contractor's Recognition and Reward Program for the Commercialization of Intellectual Property as described in the program description. Such costs shall include cash awards and rewards and recognition events to the extent that they are not otherwise unallowable.

8) Imputed interest costs - Leases classified and accounted for as capital leases under generally accepted accounting principles (GAAP) are allowable, provided that the decision to enter into a capital leasing arrangement has been specifically authorized and approved in writing by the DOE Contracting Officer in accordance with applicable procedures and such interest costs are recorded in an appropriately specified DOE account established for such purpose.

9) ISM Awareness Program - PNNL has an Integrated Safety Management (ISM) Awareness Program (ISMAP) which is separate and distinct from the Laboratory's variable pay programs. ISMAP includes tangible awards valued at less than $35 each. The ISMAP awards are for PNNL staff for having participated in educational and survey safety activities that are linked to ISM program performance improvement and achievement or for supporting staff recognition and awareness in the areas of safety and wellness. Costs associated with the "ISM Awareness Program" are allowable subject to an annual ceiling amount of $80,000. ISM Awareness Program tangible awards will not promote the Battelle name or logo. However, the PNNL branding logo is acceptable (i.e. Pacific Northwest National Laboratory branding logo, along with Operated by Battelle for the U.S. Department of Energy). Allowable cost is limited to tangible awards for PNNL staff, and any awards to non-PNNL employees will be an unallowable cost. [1627]

10) Management and Operations Sustainability Program – The PNNL Site Sustainability Plan is to reduce Greenhouse Gas emissions in accordance with Departmental goals. To this end, Battelle is authorized up to $10,000 for use in creating and implementing sustainability initiatives to include tangible awards valued at less than $25 each. Tangible awards will not promote the Battelle name or logo. However, the PNNL branding logo is acceptable (i.e. Pacific Northwest National Laboratory branding logo, along with Operated by Battelle for the U.S. Department of Energy). Allowable cost is limited to tangible awards for PNNL staff, and any award to non-PNNL employees will be an unallowable cost. **[M881]**

11) Counterintelligence Awareness Program – PNNL has a Counterintelligence Awareness Program which is separate and distinct from the Laboratory's variable pay programs. This program includes tangible awards valued at less than $35 each. The awards are for PNNL staff who have participated in counterintelligence (CI) educational and awareness activities that are linked to CI program performance improvement and achievement or for supporting staff recognition and awareness in the areas of protecting sensitive information/critical assets, enhancing national security, and/or strengthening security culture, and to increase the visibility of counterintelligence with PNNL staff and to communicate key messages/objectives of the program. Costs associated with the "Counterintelligence Awareness Program" are allowable subject to an annual ceiling amount ($7,500). Counterintelligence Awareness Program tangible awards will not promote the Battelle name or logo. However, the PNNL branding logo is acceptable (i.e. Pacific Northwest National Laboratory branding logo, along with Operated by Battelle for the U.S. Department of Energy). Allowable cost is limited to tangible awards for PNNL staff, and any awards to non-PNNL employees will be an unallowable cost. **[1627]**

(End of Clause**)**
[1627]

H-22 Payments for Domestic Extended Personnel Assignments, DOE-H-2069 (Oct 2014)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment

location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

(End of Clause)

[1548]

H-23 Electronic Subcontracting Reporting System

The requirement for the submittal of paper versions of the Standard Form (SF) 294,

Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

(End of Clause)
[M432]

H-24 Joint Global Climate Change Research Institute

The Department of Energy directive titled, "Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area", or its successor, is not applicable to PNNL employees whose permanent duty station is at the Joint Global Climate Change Research Institute in College Park, Maryland, provided that those employees are performing or supporting research and development work. However, if at any time any of those employees are assigned to a position to provide technical expertise and/or experience in support of program missions, the Contractor must meet all of the applicable requirements of the above-mentioned directive or its successor for those employees.

(End of Clause)
[M881]

H-25 Information Technology Acquisitions

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website http://checklists.nist.gov or approved secure configurations that are commensurate with the mission of the contract and conducive to the research and development efforts of the laboratory. This requirement shall be included in all

subcontracts which are for information technology acquisitions; and the Laboratory CIO shall annually certify to the DOE Site Office Contracting Officer that this requirement is being incorporated into information technology acquisitions. **[M490]**

(End of Clause)

H-26 Definition of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1 Indemnification Under Public Law 85-804

A. The term "a risk defined in this contract as unusually hazardous or nuclear" as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph (jj) of section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. §2014(jj), notwithstanding the fact that the claim or suit may not arise under section 170 of said Act, 42 U.S.C. §2010) arising from actions or inactions in the course of the following work performed by the Contractor under the Contract:

(1) Providing assistance in implementing physical security at nuclear and radiological facilities worldwide to ensure effective safeguards and security of weapons-usable nuclear materials and high-risk radiological materials both domestically and internationally under Department of Energy's (DOE) Global Threat Reduction Initiative (GTRI). Supporting activities shall include vulnerability assessments; design and installation of physical security systems; material consolidation; secure transportation; materials disposition and conversion to less attractive forms; implementation of detection and measurement technologies; and security operations training.

(2) Providing assistance in DOE's Material Protection Control and Accounting (MPC&A) program including cooperative work outside the United States on the design and implementation of MPC&A systems for facilities processing, handling, and storing nuclear materials, and the transportation of nuclear materials; provision of U.S.-manufactured equipment, and procurement of equipment for installation in facilities in order to implement the above systems; training in the design, use and assessment of MPC&A systems, export control, and facility transition support.

(3) Participation in the DOE/National Nuclear Security Administration program(s) focusing on the complete denuclearization of the Democratic People's Republic of Korea (DPRK), including cooperative work outside the United States on the disablement and dismantlement of all declared and undeclared DPRK nuclear facilities and the verification of activities, equipment, and materials at said facilities; inspection, packaging, removal, securing in place, transportation, storage and disposition of spent nuclear fuel, nuclear materials (including uranium, highly-enriched uranium, and

plutonium), and other radiological materials and equipment; and the conversion of any reactors using highly-enriched uranium fuel to low-enriched uranium fuel.

(4) Participation in tasks or activities by the Contractor or its subcontractors on or after March 11, 2011 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration as an element of activities taken in response to the Japanese earthquake and tsunami, including efforts to address and assess damage to nuclear power plants and potential radioactive releases from these plants now and into the future. **[M764]**

(5) Other activities relating to nonproliferation, emergency response, anti-terrorism activities, or critical national security activities that involve the use, detection, identification, assessment, control, containment, dismantlement, characterization, packaging, transportation, movement, storage or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities or devices, provided such activities are specifically requested or approved, in writing, by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary, and further provided that the request or approval specifically identifies a particular project involving one of those activities and makes the indemnity provided by this clause applicable to that particular project under the contract.

(6) Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020 in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed. **[M1264]**

(7) Participation by the Contractor or its domestic subcontractors in tasks or activities to provide technical expertise, advisement, and support to Ukraine related to the security, safety and viability of its energy sector, including the electricity grid and nuclear facilities, in response to the Russian Federation’s invasion of Ukraine; provided that, such tasks or activities are directed and authorized by the U.S. Department of Energy or

the U.S. Department of Energy National Nuclear Security Administration.
[1557]

B. The unusually hazardous or nuclear risks described above are indemnified only to the extent that they are not covered by the Price-Anderson Act (section 170d of the Atomic Energy Act of 1954, as amended 42 U.S.C. §2210d) or where the indemnification provided by the Price Anderson Act is limited by the restriction on public liability imposed by section 170e of the Atomic Energy Act of 1954, as amended, (42 U.S.C. §2210e) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the Contractor is exposed.

End of Clause
[1557]

H-27 Contractor Assurance System

(a) The Contractor shall develop a Contractor assurance system that is executed by the Contractor's Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The Contractor assurance system, at a minimum, shall include the following key attributes:

(1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.

(2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.

(3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.

(4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.

(5) Identification and correction of negative performance/compliance trends before they become significant issues.

(6) Integration of the assurance system with other management systems including Integrated Safety management.

(7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure development of metrics and targets that result in efficient and cost effective performance.

(8) Continuous feedback and performance improvement.

(9) An implementation plan (if needed) that considers and mitigates risks.

(10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

The initial Contractor assurance system description shall be approved by the Contracting Officer.

(b) The Government may revise its level and/or mix of oversight of this Contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

End of Clause
[M600]

H-28 Implementation of Section I Clauses

(a) For purposes of implementation of Contract Clause entitled "Personal Identity Verification of Contractor Personnel", the Parties agree to the following:

1) The agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201 and that must be complied with, are the applicable DOE directives included in Appendix D, List of Applicable DOE Directives & External Requirements.

2) The Contractor shall only account for Government-provided identification issued through processes managed by the Contractor in connection with this Contract.

3) The Contractor shall return or disposition the Government-provided identification issued to Contractor employees in connection with HSPD-12 credentials in the manner approved by DOE.

(b) For purposes of implementation of Contract Clause entitled "Payments and Advances," the Parties agree to the following:

1) Monthly Provisional Fee Payments. The Contractor may withdraw against the payments cleared financing arrangement, up to one-twelfth (1/12) of 72% of the performance fee for the fiscal year, on the first day of each month, unless otherwise instructed in writing by the Contracting Officer.

2) Final Fee Payment. Following DOE's determination of Total Available Fee Amount Earned, the Contractor is authorized to withdraw any amount of earned fee over the amount previously paid on a provisional basis from the payments cleared financing arrangement. In the event DOE determines there has been an overpayment to the Contractor, such overpayment plus interest shall be redeposited to the payments cleared financing arrangement within 30 calendar days, or otherwise used as directed by the Contracting Officer. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(c) At this time, the FSRS system does not accept the information described in this Clause for reporting with respect to M&O contracts. If the FSRS system becomes operational for M&O contracts in the future then the following requirements of this Clause will be effective. For purposes of implementation of the Contract clause entitled "Reporting Executive Compensation and First-Tier Subcontract Awards", the Parties agree that the Contractor is not required to comply with the sections of the Clause that require reporting into FSRS. However, DOE requests that the Contractor maintain the data in case it is requested. Further, if first-tier subcontractors are unwilling to share executive compensation information with the Contractor, then the Contractor shall advise the first-tier subcontractor that it will be responsible for maintaining the information and will provide the information if requested.

[M1414]

(d) Pursuant to Contract Clause ***DEAR 970.5232-7 – Financial Management System,*** DOE approval is required for systems that have impact to DOE's financial reporting and/or systems where financial data quality is impacted via alteration of data or system calculations. For purposes of implementation, The Financial Management system includes the Laboratory's current existing integrated accounting system (FPS) and any subsystems that impact that following areas: budget (including funds control and management), payroll system, labor cost distribution, accounts receivable, accounts payable, acquisition, inventory, cost management (including project costing), general ledger, travel, and the financial aspects of the Asset Management Systems. **[M1089]**

The Plan as required in DEAR 970.5232-7 is applicable when new systems or subsystems are procured or developed. Submittal of the Plan for approval is also required when the procurement and development costs for enhanced system(s) or subsystem(s) will exceed $500,000.00 (estimate at completion (EAC)). The Plan

when required should provide a summary of proposed changes from the previously approved plan as well as adequate details for each system, subsystem or major enhancements to include a basic description of the project scope (i.e. purpose, issues, risks, and desired outcomes), including a high-level estimated budget and schedule

If approval of new systems, subsystems, major enhancements or upgrades to existing systems has been provided for in a previously approved plan, but work was not initiated or completed in the current year, the Contractor does not need to request subsequent approval. PNSO's expectation is that the Contractor will provide at a minimum an annual status report of the previously approved item and a status briefing shall be provided by October 30th.

If the Contractor's planned implementation for the systems described in the Plan deviates for scope, schedule or cost reasons and is requested by the Contracting Officer, the Contractor shall submit such deviation to the PNSO Contracting Officer for approval 30 days prior to implementing the change. **[M995]**

(e) To facilitate continuity of performance and Contract administration, all agreements, memorandums of understanding, and contractual assumptions which have been appropriately agreed to in writing by both Parties prior to this Contract extension will continue in effect according to the terms thereof unless they have been superseded or, if they are in conflict with any other terms and conditions of this Contract extension.

(f) For purposes of the clause in this Contract titled "Access to and Ownership of Records", it is understood and agreed that the Contractor-owned legal records that are subject to an attorney-client privilege or an attorney-work-product privilege require special handling to preserve these privileges. Therefore, the Parties agree that inspection, copying, or audit of any such records will only be conducted by DOE Counsel or its designees.

(g) Prior to the issuance of a work authorization or direction concerning continuation of activities of the contract, the Contractor shall provide a detailed description of work, identification of hazards/risks and legacy considerations and controls that will be instituted to mitigate the hazards/risks and legacy considerations, a budget of estimated costs, and a schedule of performance for the work, and shall provide or make available those items through an approved approach or as directed by the Contracting Officer or designee. The "estimate" referred to in paragraph (e) of the clause entitled, "DEAR 970.5211-1, Work Authorization" shall be defined as total available funds, and standard monthly budget reports meet the notification requirements of this clause.

(h) For the purpose of the "Property" clause within this Contract, a controlled substance, as defined by 41 CFR § 102-40.30 in the "Federal Management Regulation" and meeting the criteria for Sensitive Personal Property under 41

CFR § 102-35.20, shall be handled in accordance with Title 41 CFR § 109 "Department of Energy Property Management Regulation."

(End of Clause)
[1514]

H-29 Agreements for Commercializing Technology

This H-clause authorizes the use of the mechanism: Agreements for Commercializing Technology (ACT). In accordance with the requirements specified in this H-clause, the M&O Contractor may conduct third party-sponsored research at the M&O Contractor's risk. While the Department believes ACT has the potential to greatly assist in the commercialization of technologies, it also specifically recognizes that ACT can be used for other engagements with outside entities that are not necessary aimed at commercialization (e.g., technical assistance, training, studies), but which facilitate access to DOE facilities. In performing ACT work, the M&O Contractor may use staff and other resources associated with this M&O contract for the purposes of conducting technical services1, training, studies, performing research and development, and/or furthering the technology transfer mission of the Department, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract. The resources that may be used include Government- owned or leased facilities, equipment, or other property that is either in the M&O Contractor's custody or available to the M&O Contractor under this M&O contract (unless specifically excluded by the Contracting Officer). For M&O Contractor activities conducted under authority of this H-clause, the M&O Contractor shall provide full-cost recovery, assume indemnification and liability as provided in paragraph 9 below, and may assume other risks normally borne by private parties sponsoring research at the DOE national laboratories and production plants. In exchange for accepting such risks, or for other private consideration provided by the M&O Contractor, the M&O Contractor is authorized to negotiate separate ACT agreements with the sponsoring third parties. Under ACT agreements, the M&O Contractor may charge those parties additional compensation beyond the full costs of the work at the facility.

The following applies to all work conducted under the ACT mechanism regardless of the source of funding:

1. *Authority to Perform work under this H-clause*. Pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) and other applicable authorities, the M&O Contractor may perform work for non-Federal entities, in accordance with the requirements of this H- clause.

2. *M&O Contractor's Implementation*. For ACT work conducted under the contract, the M&O Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this H-clause, which must be approved by the Contracting Officer, and such approval shall not be unreasonably

withheld.

3. *Conditions for Participation in ACT.* The M&O Contractor:

   a. Must not perform ACT activities that would place it in direct competition with the private sector;

   b. May only conduct work under this H-clause if the work does not interfere with or adversely affect projects and programs the M&O Contractor conducts on behalf of the DOE under this contract, and complies with the terms and conditions of the prime contract. If the Government determines that an activity conducted under this H-clause interferes with the Department's work under the M&O contract, or that termination/stay/suspension of work under an ACT agreement is in the best interest of the Government, the M&O Contractor must stop the interfering ACT work immediately to the extent necessary to resolve the interference. At any time, the Contracting Officer may require the use of specified Government-owned or leased property and facilities for the exclusive use of the DOE mission by providing a written notice excluding said property from the M&O Contractor's activities under this H- clause. Any cost incurred as a result of Contracting Officer decisions identified in this subparagraph shall be borne by the M&O Contractor. The Contracting Officer shall provide to the M&O Contractor in writing its decision, identifying the issues and reasons for the decisions. The M&O Contractor shall be provided with a reasonable opportunity to address and resolve the issues identified by the Contracting Officer;

   c. Except as otherwise excluded in this H-clause, must perform all ACT activities in accordance with the standards, policies, and procedures that apply to performance under this M&O contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;

   d. Must maintain and provide when requested by the DOE Contracting Officer, a summary of project information for each active ACT project, consisting of: sponsor name; total estimated costs; project title and description; project point of contact; and estimated start and completion dates;

   e. Is responsible for addressing the following items in ACT agreements as appropriate: disposition of property acquired under the agreement; export control; notice of intellectual property infringement; and a statement that the Government and/or the M&O Contractor shall have the right to perform similar services in the Statement of Work for other Parties as otherwise authorized by this M&O contract subject to applicable data restrictions;

   f. Must include a standard legal disclaimer notice on all publications

generated under ACT activities. Each DOE M&O Contractor has its own pre-approved publications statement, and this should be included; and

g. Must insert the following disclaimer in each agreement under ACT, which must be conspicuous (e.g. bold type, all capital letters, or large font) in all Agreements under ACT so as to meet the standards of due notice.

DISCLAIMER

THIS AGREEMENT IS SOLELY BETWEEN [INSERT NAME OF THE M&O CONTRACTOR] AND [THE OTHER IDENTIFIED PARTY]. THE UNITED STATES GOVERNMENT IS **NOT** A PARTY TO THIS AGREEMENT, THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OR LIABILITY ON BEHALF OF THE GOVERNMENT AND THE GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. THE GOVERNMENT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT. THIS DISCLAIMER DOES NOT AFFECT ANY RIGHTS THE GOVERNMENT MAY HAVE AGAINST THIRD PARTIES ARISING FROM WORK CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

4. Contracting Authority.

a. Subject to DOE approval as described in this paragraph, the M&O Contractor is hereby authorized to negotiate terms and conditions between the M&O Contractor and third parties when entering into ACT agreements. The M&O Contractor will have no authority to bind the Government in any way with such terms and conditions. The Government will have no obligation to the M&O Contractor due to such terms and conditions.

b. The M&O Contractor shall submit an ACT proposal package (Package) to the Contracting Officer for approval prior to beginning work under an ACT agreement.

i. A complete Package will include at a minimum: the identity of the parties to the ACT agreement; the principal place of performance; any foreign ownership or control of the ACT agreement parties; a Statement of Work; an estimate of costs incurred under the M&O

contract; an anticipated schedule; identification of key Government equipment and facilities that will be used under the ACT agreement; a list of expected deliverables; identification of the Intellectual Property (IP) lead and proposed selection of IP rights, as defined in DOE Class Waiver W(C)-2011-013; a signed certification by the private party(ies) that the M&O Contractor offered the option to use CRADA and SPP alternatives (see paragraph 7a) sufficiently such that the private parties are aware of the relative costs and other differences between the ACT agreement and the CRADA and SPP alternatives; source of funds, including a statement that no Federal funds, including pass-through funds received as a subcontractor or partner, are being utilized to fund the agreement; applicable ES&H and NEPA documentation; a statement of consideration, summarizing the risk and/or consideration offered the ACT participants in exchange for charging beyond full cost recovery or for other compensation provided by the participants; and when multiple third parties are parties to the ACT agreement, or as otherwise requested by the Contracting Officer, an IP Management Plan that sets forth the proposed disposition of IP rights, and income and royalty sharing, among the parties to an ACT agreement.

ii. If the M&O Contractor, the M&O Contractor's parent, member, subsidiary, or other entity in which the M&O Contractor, the M&O Contractor's parent, member or subsidiary has an equity interest, is a party to the ACT agreement, the M&O Contractor shall include as necessary a project-specific addendum to the Master OCI Plan in the Package to address special circumstances not fully anticipated in the prior approved Master OCI Plan (see paragraph 7).

iii. If the ACT agreement includes a foreign entity as a party or the statement of work includes the use of human subjects, animal subjects, classified or sensitive subject matter or describes a work scope involving high risks or hazards including environmental issues, the M&O Contractor shall include additional information as necessary or as requested by the Contracting Officer.

c. The Contracting Officer shall use reasonable best efforts to review each complete Package submitted by the M&O Contractor under subparagraph 4.b. of this H-clause within ten (10) business days of receiving the Package and provide the M&O Contractor with approval or non-approval of the Package. The review of the complete Package by the Contracting Officer shall include a determination that the proposed work: (1) is consistent with or complementary to DOE missions and the contract statement of work; (2) will not adversely impact programs under the contract scope of work; (3) will not

place the contractor in direct competition with the domestic private sector; and (4) will not create a detrimental future burden on DOE resources.

d. Except as conditionally allowed under subparagraph i. below, the Contracting Officer must approve the Package before the M&O Contractor may begin work under the proposed ACT agreement. If the Contracting Officer rejects the Package then the Contracting Officer must provide said rejection to the M&O Contractor in writing including the reasons for the rejection. Upon receipt of the Contracting Officer's written rejection, the M&O Contractor agrees to not further pursue the work described in the package or incur additional costs under the M&O contract for the work described in the Package.

    i. The M&O Contractor may request a preliminary determination that the proposed scope of work is consistent with the contract statement of work and the Contracting Officer will use his/her best efforts to provide such a determination within three (3) business days. Upon such a determination from the Contracting Officer, the M&O Contractor may begin work under the ACT agreement at the M&O Contractor's risk pending final approval of the complete Package. The M&O Contractor must submit a complete Package, as identified in subparagraph 4.b. above, within (10) business days of the preliminary determination. All costs associated with the performance of work under a preliminary determination are the responsibility of the M&O Contractor, as no Federal funds will be used to fund any work conducted under this H-clause.

    ii. If the M&O Contractor, the M&O Contractor's parent, member, subsidiary, or other entity in which the M&O Contractor, the M&O Contractor's parent, member or subsidiary has an equity interest, is a party sponsoring work in connection with the ACT agreement, work may not commence until approval of the complete Package by the Contracting Officer.

5. *Advance Payment for ACT Projects.* The M&O Contractor shall be responsible for providing adequate advance payment for ACT work conducted under this H-clause consistent with procedures defined in the Department's Financial Management Handbook. The M&O Contractor shall be solely responsible for collecting payments from third parties for any work conducted under this H-clause and such collections shall be independent of providing advance payment. For such payments and for any costs, obligations, or liabilities arising due to the M&O Contractor's work under this H-clause, the M&O Contractor is entirely at risk and the Government shall have no risk.

6. *Costs.* All direct costs associated with the M&O Contractor's work conducted under this H- clause shall be directly charged to separate and identifiable accounts

in accordance with the requirements of the Department's Financial Management Handbook. An allocable portion of indirect costs normally applied to equivalent work under this M&O contract shall also be applied to work conducted under this H-clause in accordance with the requirements of the Financial Management Handbook. As required by the Financial Management Handbook, changes to the Handbook will be incorporated into this H-clause by a unilateral administrative modification to the contract. In addition, all work must be performed at full costs which would include Federal Administrative Charge (FAC).

a. Work conducted under this H-clause shall be excluded from the M&O contract award fee calculations and such fee shall not be allocable to work conducted under this H- clause.

b. Federal funds will not be used to fund work conducted under this H-clause.

7. *Organizational Conflict of Interest.* The M&O Contractor shall conduct work under this H- clause in a manner that minimizes the appearance of conflicts of interest and avoids or mitigates actual conflicts of interest with the M&O Contractor's functions under this M&O contract. Accordingly, the M&O Contractor shall develop an Organizational Conflict of Interest Mitigation Plan (OCI Plan). The OCI Plan should address OCI issues that arise as a result of the M&O Contractor taking a financial interest in ACT projects, especially in those cases where the M&O Contractor retains rights in ACT IP. Said OCI Plan shall be provided to the Contracting Officer for review and approval as soon as practicable after execution of the M&O contract modification incorporating this H-clause into the M&O contract. Unless provided otherwise by the Contracting Officer, no work on ACT agreements may commence before Contracting Officer approval of the OCI Plan. In addition to those elements expressly stated in the OCI Plan, the Department may condition any ACT transaction on such other mitigating conditions it determines are appropriate. The OCI Plan shall, at a minimum, include elements that address the following:

a. *Full Disclosure*. Before work can begin under an ACT transaction, all parties to ACT agreements must sign a DOE-approved certification that they have been fully informed about the availability of SPP agreements and CRADAs in addition to ACT. The certification at a minimum shall briefly describe SPP agreements, CRADAs and ACT, and will include the relative disposition of IP rights and the costs (including identification of any additional costs e.g. insurance, and other compensation to the M&O Contractor under ACT) for each type of agreement for the scope of work being proposed.

b. *Priority of Work*. The M&O Contractor shall not give work under ACT any special attention or priority over other work under the DOE M&O contract. Work under ACT shall be approved by the Contracting Officer and

assigned the same priority relative to other work under the DOE M&O contract that it would normally have if performed under a non-Federal SPP agreement. The Contracting Officer has discretion to determine the agency's priority of work, considering the M&O Contractor's input.

c. *Participation by Contractor-related Entity*: Where the M&O Contractor, the M&O Contractor's parent, member, subsidiary, or other entity in which the M&O Contractor, the M&O Contractor's parent, member or subsidiary has an equity interest, is a party to the ACT agreement, the M&O Contractor shall include as necessary an addendum to the OCI Plan to address special circumstances not fully anticipated in the OCI Plan.

d. *Right of Inquiry for ACT IP Designation.* DOE Patent Counsel may inquire into the M&O Contractor's designation of any invention or data as arising under an ACT transaction. The M&O Contractor is responsible for curing any defect identified in such inquiry, and if the M&O Contractor cannot adequately justify the designation or cure the defect, then the parties to the ACT agreement may receive modified rights in the IP to the degree necessary to resolve the issues identified by the inquiry.

8. *Intellectual Property.* Disposition of intellectual property (IP) arising from work conducted under this H-clause shall be governed by Class Waiver W(C)-2011-013 (ACT Class Waiver) which is incorporated herein by reference.

a. All Contractor ACT inventions shall be reported to DOE pursuant to the requirements of the [*cite Patent Rights –M&O contract, Nonprofit Organization or Small Business Firm Contractor*] clause of this M&O contract.

b. In reporting ACT inventions, the M&O Contractor shall identify the ACT agreement under which the invention was made and specify the rights reserved by the Government pursuant to the ACT Class Waiver.

c. All technical data identified by the ACT client as Protected ACT Information shall also be marked to identify the ACT agreement under which the data was generated.

d. The M&O Contractor shall ensure that all rights and obligations concerning ACT IP, including the appropriate IP provisions authorized in the ACT Class Waiver, are clearly provided in ACT agreements, and that all parties granted any rights in ACT IP are informed of the terms of the waived rights, including the rights reserved by the Government.

e. Where the M&O Contractor receives ownership or license rights to ACT IP, the M&O Contractor may elect to commercialize the ACT IP consistent

with the Technology Transfer Mission clause of this M&O contract.

f. As an alternative to subparagraph e., if the M&O Contractor has an authorized Private Funded Technology Transfer (PFTT) program, the M&O Contractor may elect to retain private ownership of the ACT IP and commercialize the IP under its applicable PFTT clause, using its private funds, where no costs for developing, patenting, and marketing will be allowable under this M&O contract. The M&O Contractor will share royalties collected on ACT IP with inventors in accordance with paragraph (h) of the Technology Transfer Mission clause of this M&O contract.

g. For ACT projects in which the terms of the Agreement provide that the Government reserves the right to use generated data after the particular project expires, the M&O Contractor must provide to OSTI computer software produced under the Agreement in both source and executable object code format.

h. Where terms and conditions governing Data and Subject Inventions under this Contract are inconsistent with the terms of the ACT Class Waiver, the ACT Class Waiver will control.

9. Contractor Liability and Indemnification.

a. *General Indemnity*.

(i) The M&O Contractor agrees to indemnify and hold harmless the Government, the Department, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the ACT participants, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of an ACT transaction by the Government, the Department, the M&O Contractor, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the M&O Contractor, and not directly resulting from the fault or negligence of the Government, the Department, or persons (other than the M&O Contractor) acting on their behalf.

(ii) Subject to Contracting Officer approval, the General Indemnity set forth in (i) above may be modified or waived where: (1) ACT participants are not providing material or equipment to the M&O Contractor to be used in the performance of the Statement of Work under the ACT transaction; and (2) ACT participants are not sending their employees to the M&O facilities as part of the Statement of Work; and (3) the specific activities performed under the ACT transaction are normally performed by the DOE M&O Contractor under the DOE contract.

(iii) Notwithstanding the provisions in a (i) and a (ii) above, the M&O Contractor shall indemnify and hold harmless the Government, the Department, and persons acting on their behalf for loss, damage, or destruction of Government property resulting from the fault or negligence of the M&O Contractor. Such indemnification shall be subject to a liability limit of $2,000,000 (two million dollars) per year, or such greater liability limit approved by the cognizant DOE/NNSA Contracting Officer under the DOE contract. Above the applicable liability limit, the M&O Contractor's responsibility to the Government for such loss, damage or destruction, shall be as set forth in the "Property" clause of this contract.

b. *Intellectual Property Indemnity*. The M&O Contractor shall indemnify the Government, its agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed to be performed under the Statement of Work under an ACT transaction to the extent such acts are not already performed at the M&O contract facilities. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the M&O Contractor unless required by a court of competent jurisdiction.

c. *Product Liability Indemnity*.

(i) Except for any liability resulting from any negligent acts or omissions of the Government, the M&O Contractor agrees to indemnify the Government for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the ACT participants or the M&O Contractor, their assignees, or licensees, which was derived from the work performed under ACT transactions. With respect to this H-clause, neither the Government nor the M&O Contractor shall be considered assignees or licensees as a result of reserved Government rights in ACT IP. The indemnity set forth in this paragraph shall apply only if the M&O Contractor shall have been informed as soon and as completely as practical by the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Government shall have provided all reasonably available information and reasonable assistance requested by the M&O Contractor. No settlement for which the M&O Contractor would be responsible shall be made without the M&O Contractor's consent, unless required by final decree of a court of competent jurisdiction.

(ii) Where the M&O Contractor assigns the responsibility for indemnifying the Government under subparagraph c(i) above to other ACT participants, the M&O Contractor agrees to seek such indemnification from the other ACT participants.

d. *Claims and Liabilities*. Claims and liabilities resulting from the M&O Contractor's performance of work under an ACT transaction authorized pursuant to this H-clause shall not be subject to the M&O contract clause entitled "Insurance - Litigation and Claims." In no event shall the M&O Contractor be reimbursed under the M&O contract for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, and judgment and settlements) incurred as a result of third party claims related to the M&O Contractor's performance under this H-clause.

e. *Government Obligations*. The M&O Contractor shall not include any guarantee or requirement that will obligate the Government to pay or incur any costs or create any liability on behalf of the Government in any ACT agreement or commitment the M&O Contractor executes under authority of this H-clause. The M&O Contractor agrees if the Contractor does include such a guarantee or requirement, it will have no effect on the Government, such that, the M&O Contractor will be responsible for any costs or liability due to such a guarantee or requirement.

f. *Insurance*. Any cost of insurance to cover risks of the M&O Contractor associated with ACT agreements is unallowable under this contract.

10. *ACT Records.* All records associated with the M&O Contractor's activities conducted under the authority of this H-clause, with the exception of information required under paragraphs 3e, 4.b.i, and 13 shall be treated as M&O Contractor-owned records under the provisions of the Access to and Ownership of Records clause of this M&O contract. The Government or its designees shall use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.

11. *Termination.* The Government or the M&O Contractor may terminate ACT authority under this contract by providing written notification of termination to the other party (Contracting Officer or the M&O Contractor) as appropriate, no less than 60 days prior to the requested termination date. In such cases, the M&O Contractor shall provide DOE a comprehensive list of active ACT projects. DOE anticipates work commitments under these agreements will be completed regardless of termination. All costs associated with early termination of any ACT agreements prior to the completion shall be the responsibility of the M&O Contractor.

12. *Successor M&O Contractor.* To minimize the potential for negative Government

programmatic impact and to facilitate seamless transition of work to a successor M&O Contractor, ACT agreement(s) executed under this H-clause and any contractual instruments associated therewith may be novated to the successor M&O Contractor with the mutual consent of the M&O Contractor, the successor M&O Contractor, and the parties to the affected ACT agreement(s). If the ACT agreement(s) cannot be novated, then the M&O Contractor as a private sponsor shall be permitted to enter into a Non-Federal SPP agreement with the successor M&O Contractor that will enable completion of the statement of work. Such agreements shall be entered into pursuant to DOE SPP policies. DOE shall make good faith efforts to incorporate the terms of the applicable ACT agreement.

13. *Minimum Reporting requirements.* The M&O Contractor shall maintain records of its activities related to ACT in a manner and to the extent satisfactory to DOE and specifically including, but not limited to the number of ACT agreements, the amount of funds reimbursed to DOE for work under ACT and aggregate funding received beyond costs in the performance of ACT, the number of third party entities engaged through ACT that had not previously sponsored projects under the M&O contract and the number that had not previously sponsored projects under any DOE/NNSA M&O contract, the amount of funds reimbursed to DOE by newly engaged entities, the number of parties and types of entities engaged in each individual ACT agreement, and the number of invention disclosures, licenses and start- ups arising from ACT. The M&O Contractor shall establish performance metric(s) to measure the time required to negotiate ACT agreements in a manner consistent with the time required to negotiate CRADAs and SPPs. The M&O Contractor shall obtain from each entity engaged in ACT the entity's reason(s) for selecting ACT for performance of work under the M&O contract. Also, the M&O Contractor shall report the above identified data annually to the DOE Contracting Officer and in such a format which will serve to adequately inform DOE of the Contractor's activities under ACT while protecting any data not subject to disclosure under this M&O contract. Such records shall be made available in accordance with the clauses of this M&O contract pertaining to inspection, audit and examination of records.

(End of Clause)
[M1348]

H-30 No Third Party Beneficiaries

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

(End of clause)

[M943]

H-31 Employee Compensation: Pay and Benefits

(a) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-506, Compensation for Personal Services. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System.

The Contractor's Total Compensation System shall be fully documented and consistently applied. Periodic appraisals of contractor performance with respect to the Contractors' Total Compensation System may be conducted.

Compensation costs will be audited annually to establish final allowable cost for the reportable fiscal year. The Contractor is required to submit an adequate annual final indirect cost rate proposal in accordance with DEAR 970.5216-7. The incurred claimed costs will be initially reviewed for adequacy and then audited. Included in the scope of the audit are direct and indirect compensation costs (e.g., salaries, health benefits, pensions, etc.). Failure to adequately support the incurred costs may result in the claimed costs being disallowed in part or in its entirety.

(b) Compensation and Benefit Report

The Contractor shall provide the Contracting Officer with an Annual Compensation and Benefits Report no later than March 15th of each year.

(c) Cash Compensation

(1) The Contracting Officer's approval of individual compensation actions will be required only for identified Key Personnel in the contract. For any Key Personnel not included in the contractors' internal Compensation Increase Plan (CIP), the approval is required upon the initial contract award, annually thereafter, and when they are replaced during the life of the contract. For all Key Personnel, besides the Laboratory Director, included in the internal CIP, approval is required upon the initial contract award and when they are replaced during the life of the contract. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. The contractor shall not be reimbursed for

the top contractor official's incentive compensation. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract when compared to subordinate compensation, which would include base salary and any potential incentive compensation under an incentive compensation agreement. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

(2) Severance Pay is not payable to an employee under this Contract if the employee:

- Voluntarily separates, resigns or retires from employment (unless associated with a workforce restructuring action in accordance with Appendix A, Section entitled Reductions in Contractor Employment),
- Is offered employment with a successor/replacement Contractor,
- Is offered employment with a parent or affiliated company, or
- Is discharged for cause.

(d) Pension and Other Post Retirement Benefit Programs

(1) Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

(2) The Contractor shall submit for prior approval any benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions.

(3) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(4) Each Contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).

(5) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(e) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) Employees working for the Contractor shall only accrue credit for service under this Contract and the prior Use Permit Agreement (1831 agreement) after the date of original Contract award.

(2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(f) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of Defined Benefit pension plans and Post Retirement Benefit Plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) For existing Commingled Plans, the Contractor shall maintain and provide annual separate accounting of DOE liabilities and assets as for a Separate Plan.

(3) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(4) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of the Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than February 15th of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. If requested by the Contracting Officer, the Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

(g) Reimbursement of Contractors for Contributions to Defined Benefit (DB) Pension Plans

(1) Contractors that sponsor single employer, multiple employer, or multiemployer defined benefit pension plans will be reimbursed for the annual required minimum contributions. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. For purposes of determining the minimum required contribution, the Contractor will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year, but no later than the end of November, the Contractor requesting approval for contributions above the minimum, may submit or update a business case in advance of the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution in excess of that minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and any budget constraints are fully known.

(h) Changes to Pension and PRB Plans

No presumption of allowability will exist when the Contractor makes changes to existing pension plans or PRB plans that impact the Department's long-term liability, and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval changes that result in increases to the Department's long-term pension and PRB liabilities that are reported in the Department's financial statement. At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs to the Department's long-term liabilities as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-506.

(1) For proposed changes to pension plans, the Contractor shall provide the following to the Contracting Officer:

(A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

(C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;

(D) the Summary Plan Description; and,

(E) any such additional information as requested by the Contracting Officer.

(i) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(j) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(3) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(4) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the net asset reversion after any taxes from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(k) Definitions

(1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.

(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

(3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.

(5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

(8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

(9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414(l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

(End of Clause)
[1603]

H-32 Group Pension Plans

Staff members of the Contractor's Pacific Northwest National Laboratories (PNNL) assigned to or performing work under the Contract may participate in the Contractor's Group Pension Plans (the Plans) applicable to PNNL in accordance with the terms of the Plans. The Group Pension Plans are trusteed plans described in items (a) and (b) below and with respect to the Plans, the Contractor and DOE agree as follows:

(a) "Pension Plan of Pacific Northwest Laboratories, Battelle Memorial Institute," [PNNL Plan] (applicable to non-bargaining unit employees) effective July 1, 1987, and as the foregoing PNNL Plan may be amended from time to time by the Contractor's Board of Trustees; and as determined to be reimbursable by the DOE Contracting Officer.

(b) "Hanford Contractors Multi Employer Defined Benefit Pension Plan for HAMTC Represented Employees," [HAMTC Plan] (applicable to bargaining unit employees) effective April 1, 1987; and, as the foregoing HAMTC Plan may be amended from time to time by the Plan Administrator in cooperation with the Administrative Committee; as determined to be reimbursable by the DOE Contracting Officer.

(c) To the extent practicable all non-settlor administrative costs shall be charged to the pension plan rather than to the operating budget to the maximum extent permitted by Department of Labor regulations.

(d) Payments and Transfers of Assets

(1) If transfers of Plan assets are made to a successor plan in the form of investment holdings, such holdings shall include cash, equity securities, and fixed income securities. Such assets shall be allocated on a pro rata basis, with the prorating for fixed income assets based on rating and sector classification.

(2) Battelle will transfer Plan assets at a rate at least sufficient to meet the cash flow requirements of transferred staff members who go into benefit status after the effective date of Contract termination.

(e) With respect to the Multi-Employer Pension Plan for HAMTC Represented Employees (paragraph (b) above), the Contractor and DOE agree that effective April 1, 1987, pursuant to a collective bargaining agreement, the Contractor became a participating employer in the Hanford Contractor Multi-Employer Pension Plan for HAMTC Represented Employees. All assets and liabilities of the "Employees Retirement Plan of Battelle Memorial Institute" were transferred to and merged with the said Multi-Employer Plan.

(f) The HAMTC Plan fund, not the Contractor, shall be liable for costs incurred in the course of administration (actuary fees, reports, and similar expenses); provided, however, that costs for employee communications, sign up and

termination, payroll, and similar expenses are allowable as normal operating expenses to the extent applicable to work under the Contract.

(g) Upon expiration or termination of the Contract, all liability of the Contractor with respect to the HAMTC Plan shall cease. The Contractor shall have no claim to any HAMTC Plan assets in excess of HAMTC Plan liabilities, nor shall the Contractor be required to fund any excess of HAMTC Plan liabilities over HAMTC Plan assets. DOE agrees that all costs, including cost of defense, from any withdrawal liability arising under federal law by reason of the Contractor's withdrawal from the Multi-Employer Plan shall be an allowable cost under the Contract subject to the provisions of paragraph (j) of the clause entitled "Payments and Advances".

(End of Clause)
[M991]

H-33 Group Savings Plans

The Contractor maintains or is a participating employer in savings plans for eligible non-bargaining employees. In addition, the Contractor is a participating employer in a multi-employer plan for bargaining unit employees. The savings plans are trusteed plans described in the following two documents entitled "Battelle Employees' Savings Plan", and "Hanford Contractors Multi-Employer Savings Plan for HAMTC Represented Employees." The plans must be established and maintained as qualified defined contribution plans under the regulations of the Internal Revenue Service. The Plan and Trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

(a) Costs of employer matching contributions incurred and accrued under the terms of the Plans are allowable to the extent applicable to Contract work. To the extent permitted by law or regulation, the Plans funds, not the Contractor, shall be liable for the costs of administration.

(b) The Contractor will provide the Contracting Officer with annual accounting reports within eight months after the close of a Plan year. A copy of IRS Form 5500, together with any supplemental or supporting documents submitted therewith, will be provided to DOE each year when prepared by the Contractor, which may be provided in lieu of the accounting report required by this provision.

(c) Employee forfeitures of accrued benefits shall be in accordance with the terms of the Plans and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.

(d) In the event of Contract expiration or termination, the Contractor, if requested by DOE to do so, will transfer assets and liabilities to a replacement contractor's plan.

(e) In the event of Plan terminations, vest immediately one hundred percent in the Plan participants' individual accounts.

(f) Upon expiration or termination of the Contract, all liability of the Contractor with respect to the Hanford Contractors Multi-Employer Savings Plan for HAMTC Represented Employees shall cease. DOE agrees that all costs, including cost of defense from any withdrawal liability arising under federal law by reason of the Contractor's withdrawal from the Multi-Employer Plan shall be an allowable cost under the Contract, subject to the provisions of paragraph (j) of the clause entitled "Payments and Advances".

(g) The Contractor will take no action concerning termination, merger, spin-off, or other action affecting the status of the Plans without the approval of the DOE.

(End of Clause)
[M943]

H-34 Post Contract Responsibilities for Pension and Other Benefit Plans

(a) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at the Pacific Northwest National Laboratory) (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.

(b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and

administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

(End of clause)
[M943]

H-35 Labor Relations (DOE-H-7025) (Sep 2017)

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR 22.1 and DEAR 970.2201 and all applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement

agreements (to be reported in iBenefits) and will furnish such additional information as may be required from time to time by the Contracting Officer.

(End of Clause)
[M1414]

H-36 Key Positions

(a) The key positions listed below are considered essential to the performance of the laboratory mission, operations and/or contractor assurance processes under this Contract and require advance notification of any replacement(s) to the Contracting Officer:

Associate Laboratory Directors;
Chief Information Officer;
General Counsel;
Chief Audit Executive;
Director, Environment, Health, Safety and Security Division;
Chief Human Resources Officer; and
Chief Financial Officer.

(b) DEAR 952.215-70, "Key Personnel," may invoke additional requirements if any of the above positions are collateral duties of Key Personnel.

(End of clause)
[1665]

H-37 Conference Management (Mar 2023)

The Contractor agrees that:

(a) The Contractor shall ensure that Contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is first defined by the Federal Travel Regulation (FTR) as "

[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard

attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.

(c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

(d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.

(e) The Contactor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the net costs to the Department, in the Department's Conference Management Tool (CMT), including:

(1) Conference title, description, and date
(2) Location and venue
(3) Description of any unusual expenses (e.g., promotional items)
(4) Description of contracting procedures used (e.g., competition for space/support)
(5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs
(6) Number of attendees

(f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the Contracting Officer and approved by the corresponding federal executive oversight entity.

(g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the Contractor will not expend funds on the proposed conference that exceeds $100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,

(1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
(2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.

(3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For conferences sponsored by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.

(i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE's Conference Management Tool.

(End of Clause)
[1485]

H-38 Management and Operating Contractor (M&O) Subcontract Reporting (Nov 2017)

(a) *Definitions.* As used in this clause—
"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Management and Operating Contractor Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about Management and Operating Contractor first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any contract, order, other agreement or modification thereof (other than one involving an employer-employee relationship) entered into by the Contractor acquiring supplies or services (including construction) required solely for performance of the prime contract.

(b) *Reporting.* The Contractor shall collect and report data via MOSRC necessary for DOE to meet its agency reporting requirements, as determined by the Small Business Administration, in accordance with the most recent reporting instructions at https://energy.gov/management/downloads/mosrc-reporting-instructions. The Contractor shall report first-tier subcontract data in MOSRC. Classified subcontracts shall not be reported. Subcontracts with Controlled Unclassified Information marking shall not be reported if restricted by its category. Contact your Contracting Officer if uncertain of information reporting requirements. The MOSRC reporting requirement does not replace any other

reporting requirements (e.g. the Electronic Subcontracting Reporting System or the FFATA Subcontracting Reporting System.

(End of Clause)
[M1414]

H-39 Risk Management and Insurance Programs

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

1. BASIC REQUIREMENTS

   a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.

   b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).

   c. Insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.

   d. The insurance program is being conducted in the government's best interest and at reasonable cost.

   e. Upon request the Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.

   f. When purchasing commercial insurance, the contractor shall use a competitive process, when practical, to ensure costs are reasonable.

g. Ensure self-insurance programs include the following elements:

(1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible based on business size, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

(2) If a self-insurance program is approve, it must be executed in full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

(3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

(4) Accounting of self-insurance charges in the approved cost accounting system.

(5) Accrual of self-insurance reserve. The Contracting Officer's approval is required if the contract holds a reserve in a contract-held account using DOE funds and would then be predicated upon the following:

(a) The claims reserve shall be held in a special fund or interest bearing account.
(b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
(c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.
(d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

h. If the Contractor purchases a letter of credit or other financial instrument, the Contractor shall separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

i. Comply with the Contracting Officer's written direction for ensuring the continuation of coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING. The Contractor shall:

   a. Upon request, provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

      (1) The amount paid for each claim.
      (2) The amount reserved for each claim.
      (3) The direct expenses related to each claim.
      (4) A summary for the year showing total number of claims.
      (5) A total amount for claims paid.
      (6) A total amount reserved for claims.
      (7) The total amount of direct expenses.

   b. Upon request, provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at $100,000 or greater).

   c. Provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS. The Contractor shall:

   a. Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating, if applicable.

   b. Identify and provide insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

   c. Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

4. INSURANCE POLICY CANCELLATION. The Contractor shall:

   a. Obtain the written approval of the Contracting Officer for any change in program direction; and
   b. Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

(End of Clause)

[M1124]

H-40 Defense and Indemnification of Employees

(a) The Parties recognize that, under applicable State law, the Contractor could be required to defend and indemnify its officers and employees from and against civil actions and other claims which arise out of the performance of work under this contract. Except for defense costs made unallowable by law, Section I Clause entitled "DEAR 970.5232-2 – Payments and Advances," or the Major Fraud Act (41 U.S.C. §256(k)), the costs and expenses, including judgments, resulting from the defense and indemnification of employees from and against such civil actions and claims shall be allowable costs under this contract if incurred pursuant to the terms of Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims."

(b) Costs and expenses, including judgments, resulting from the defense and indemnification of employees from civil fraud actions filed in federal court by the Government will be unallowable where the employee pleads nolo contendere or the action results in a judgment against the defendant.

(c) Where in accordance with applicable State law, the Contractor determines it must defend an employee in a criminal action, DOE will consider in good faith, on a case-by-case basis, whether the Contractor has such an obligation. If DOE concurs, the costs and expenses, including judgments, resulting from the defense and indemnification of employees shall be allowable.

(d) The Contractor shall immediately furnish the Contracting Officer written notice of any such claim or civil action filed against any employee of the Contractor arising out of the work under this contract together with copies of all pleadings filed. The Contractor shall furnish to the Contracting Officer a written determination by the Contractor's counsel that the defense or indemnity of the employee is required by the provisions of applicable State law, that the employee was acting within the course and scope of employment at the time of the acts or omissions which gave rise to the claim or civil action, and that any exclusions set forth under applicable State law for fraud, corruption, malice, willful misconduct, or lack of good faith on the part of the employee does not apply. A copy of any letter asserting a reservation of rights under applicable State law with respect to the defense or indemnification of such employee shall also be provided to the Contracting Officer. The costs associated with the settlement of any such claim or civil action shall not be treated as an allowable cost unless approved in writing by the Contracting Officer.

(End of clause)

[M1067]

H-41 Additional Labor Requirements

The Contractor shall conduct payroll and job-site audits and conduct investigations of complaints as authorized by DOE on all Davis-Bacon Act activity, including any subcontracts, as may be necessary to determine compliance with the Davis-Bacon Act. Where violations are found, the Laboratory shall report them to DOE Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe benefits owed, overtime payments due, and liquidated damages assessed.

The Contractor shall notify the Contracting Officer of any complaints and significant labor standards violations whether caused by the Contractor or subcontractors. The Laboratory shall assist DOE and/or the Department of Labor in the investigation of any alleged violations or disputes involving labor standards. The Contractor shall furnish a Davis-Bacon Semi-Annual Enforcement Report to DOE by April 21 and October 21 each year.

(End of Clause)
[M1067]

H-42 EPACT Data Protection (DOE-H-7038) (APR 2022)

(a) Rights to Protected Data

(1) In addition to the data rights set forth in 48 CFR § 970.5227-2 - Rights in data-technology transfer, for work authorized under the Energy Policy Act of 2005 (EPAct 2005) or the Energy Policy Act of 1992 (EPAct 1992), the Contractor may, with the concurrence of DOE, claim and mark as EPAct Protected Data, any data first produced in the performance of such work that would have been treated as a trade secret if developed at private expense. Any such claimed "EPAct Protected Data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisions of paragraph (b) of this clause.

Protected Rights Notice
These protected data were produced under [INSERT WORK IDENTIFIER] with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until [INSERT PERIOD OF PROTECTION END] (Note: The period of protection of such data is fully negotiable, but cannot exceed the applicable statutorily authorized maximum), unless express written authorization is obtained from the Contractor. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:

(i) For evaluation purposes under the restriction that the "Protected Data" be retained in confidence and not be further disclosed; or

(ii) To subcontractors or other team members performing work under the Government's program in which this data was produced, for information or use in connection with the work performed under their activity, and under the restriction that the Protected Data be retained in confidence and not be further disclosed.

(3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:

(i) At the end of the protected period;

(ii) If the data becomes publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;

(iii) If the same data is independently developed by someone who did not have access to the Protected Data and such data is made available without obligations of confidentiality; or

(i) If the Contractor disseminates or authorizes another to disseminate such data without obligations of confidentiality.

(4) However, the Contractor shall not claim or mark as EPACT Protected Data, any lists of data identified by the funding program to be provided with unlimited rights. The Contractor agrees that notwithstanding the lists of types of data, nothing precludes the Government from seeking delivery of additional data in accordance with the requirements of the Contractor's contract, or from making publicly available unlimited rights data, nor does the lists of data constitute any admission by the Government that technical data not on the list is EPACT Protected Data.

(5) When a Cooperative Research and Development Agreement (CRADA) is used with an EPAct Awardee, the CRADA Protected Information clause may be modified to incorporate the Protected Rights Notice of this clause. When a Strategic Partnership Project (SPP) is used with an EPAct Awardee, the Rights in Technical Data clause may be modified to incorporate the Protected Rights Notice of this clause.

(6) The Government's sole obligation with respect to any EPACT Protected Data shall be as set forth in this clause.

(b) Unauthorized or Omitted Marking of Data

(1) Notwithstanding any other provisions concerning inspection or acceptance, if any data developed is authorized by EPAct 1992 or 2005 bears any restrictive or limiting markings not authorized by this clause, the Contracting Officer has the right to remove, cancel, correct, or ignore any markings not authorized by this clause on any data furnished hereunder if, in response to a written inquiry by DOE concerning the

propriety of the markings, the Contractor fails to respond within 60 days or fails to substantiate the propriety of the markings. In either case, DOE will notify the Contractor of the action taken.

(2) The Government assumes no liability for the disclosure, use or reproduction of any data provided to the Government by the Contractor that lacks any protected rights notice or other restrictive or limiting markings authorized by the Contractor's prime contract with DOE.

(End of Clause)
[M1438]

H-43 Contractor's Obligations Concerning U.S. Manufacturing Requirements of a Determination of Exceptional Circumstances (DEC) (DOE-H-7039) (APR 2022)

(a) Applicability
This clause is applicable to work performed by the Contractor subject to a Determination of Exceptional Circumstance (DEC) under 35 U.S.C. 202(a) (ii) and in accordance with 37 CFR Part 401.3(e) having U.S. manufacturing requirements.

(b) U.S. Manufacturing Requirements for Subject Inventions

(1) In addition to the U.S. Preference provision in Patent Rights clause (48 CFR 970.5227-10 including any modifications) and the U.S. Industrial Competitiveness provision in the Technology Transfer Mission clause (48 CFR 970.5227-3 including any modifications) in the Contractor's prime contract with DOE, the Contractor agrees to comply with the manufacturing requirements of all applicable DECs, including any remedies for breach of the applicable manufacturing requirements.

(2) The Contractor is required to comply with requirements of applicable DECs including, but not limited to, any U.S. Manufacturing Plans or Commercialization Plans. If the Contractor fails to comply with an applicable DEC or any related/required U.S. Manufacturing or Commercialization Plans, the Contractor is subject to any enforcement provisions of the applicable DEC, including, but not limited forfeiture of rights to subject inventions.

(3) Request for a waiver of any U.S. manufacturing requirements, including the U.S. Preference provision in the Patent Rights clause (48 CFR 970.5227-10 including any modifications), the U.S. Industrial Competitiveness provision in the Technology Transfer Mission clause (48 CFR 970.5227-3 including any modifications), and any applicable U.S. Manufacturing or Commercialization Plan must be approved by the funding program in addition to the Contracting Officer. Such waiver requests must be accompanied by substantial evidence that it is not commercially feasible to comply with the U.S. manufacturing requirement and provide commitments that benefit the U.S. economy. These conditions shall be binding on any subsequent

assignee, sublicensee, or any entity acquiring rights to any elected subject inventions.

(End of Clause)
[M1438]

H-44 Real Property Asset Management

A. The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring of their business processes and management practices, and use of standard industry practices and standards as applicable. The contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

B. Contractor shall:

1. Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.

2. Perform physical condition and functional utilization assessments on each real property assets at least once every five-year period or at another risk-based interval as approved by SC-1 based on industry leading practices, voluntary consensus standards, and customary commercial practices.

3. Establish a maintenance management program including: a computerized maintenance management system (CMMS); a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair (DM) or repair needs; management of the DM backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.

4. Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and verified annually.

(End of Clause)
[M1124]

H-45 Foreign Engagements with DOE National Laboratories

The contractor shall maintain a process to ensure they meet the following expectations for entering into collaborative engagement with foreign entities under the following mechanisms:

1. Memorandum of Understanding (MOU);
2. Strategic Partnership Projects (SPPs);
3. Cooperative Research and Development Agreements (CRADAs); and
4. Agreements for Commercializing Technology (ACT) and/or other contractual instrument.

Prior to negotiation of the proposed laboratory MOU with one or more foreign entities, the draft text of the proposed MOU must undergo review by the Senior Counterintelligence Officer (SCIO) for the laboratory, the laboratory export control office, and DOE Site Office (SO) counsel, followed by HQ review. HQ review of such MOUs requires pre-negotiation review and concurrence from each of the following offices:

1. Cognizant Secretarial Office (CSO);
2. Program Secretarial Office (PSO);
3. Office of International Science & Technology Collaboration (IA-42);
4. Cognizant General Counsel Office (GC);
5. Office of Intelligence and Counterintelligence (IN);
6. Office of Nonproliferation and Arms Control (NA-20); and
7. Office of Classification (AU-60), if involving potential access to or use of classified information.

As part of the package submitted for HQ review, laboratories must indicate in writing how the MOU aligns with each of the following principles:

1. In the long-term, there must be a benefit to DOE and/or the U.S. Government from the partnership;
2. The partnership must be consistent with the foreign policy and national security interests and priorities of the U.S. Government;

3. Work under the MOU must comply with all applicable laws, U.S. Government policies and regulations, and DOE procedures;

4. Work under any proposed MOU must be consistent with the long-term goals and objectives of DOE and the relevant DOE programs must be notified;

5. The collaboration should not create a resource burden on a DOE Program Office or DOE Laboratory;

6. The partnership should aim to leverage domestic capabilities to advance U.S. scientific achievement or clean energy technologies and potentially enhance the Department's or laboratory's stature and global leadership;

7. The partnership should aim to advance global efforts in areas related to DOE's missions including, for example, environmental protection and remediation, energy security, development or adoption of clean energy technologies, or nuclear security and nonproliferation; and

8. The partnership should aim to provide benefit to the U.S. economy through lower cost technologies for consumers, export markets for domestic companies, U.S.-based jobs, or similar economic advantages.

In some cases, a foreign entity may require a copy of the agreement in its own language, in addition to English. In such cases, language conformance will be required to ensure the English and foreign language versions agree precisely in meaning. These services must be provided by the Department of State's Office of Language Services, and be coordinated by IA-42, with the costs for such services borne by the cognizant DOE program or laboratory. No laboratory MOU may be signed in a foreign language until the HQ review has been completed and the State Department's Office of Language Services issues DOE an official comparison memo indicating that the two texts have the same meaning in all substantive respects.

An MOU with a foreign entity must be reviewed by HQ at least every five years to ensure these activities remain consistent with U.S. national security and other policies.

HQ review of proposed laboratory work under a contractual mechanism (SPP, CRADAs, Agreements for Commercializing Technology Act, or other Contractual Instrument) with one or more foreign entities is initiated by the laboratory through the Site Office, and requires review and concurrence from each of the following offices:

1. Cognizant Secretarial Office (CSO);

2. Program Secretarial Office (PSO);

3. Office of International Science & Technology Collaboration (IA-42);

4. Cognizant General Counsel Office (GC);

5. Office of Intelligence and Counterintelligence (IN); and

6. Office of Nonproliferation and Arms Control (NA-20).

Based on information provided by the laboratory, the Site Office provides to the appropriate HQ offices, a copy of the abbreviated proposal and any supporting documents, which may include the agreement itself and a full or summary statement of work. A project with a foreign entity must be reviewed by HQ at least every five years to ensure these activities remain consistent with U.S. national security and other policies.

All DOE HQ reviews for both MOUs and contractual instruments should be completed within 20 business days following receipt of the request. A response will be provided by HQ to the SO within the 20 business day timeframe that indicates approval, disapproval, or the need for more time to review the request since some proposals may require additional time to review due to special circumstances. All issues identified by the SO and HQ reviewing offices and communicated to the laboratory must be satisfactorily resolved before negotiation and signature of the proposed MOU or contractual instrument will be authorized.

For MOUs, the laboratory may negotiate and sign the MOU with the foreign entity or entities after all the required reviews are completed and concurrences are received. Any substantive departures from the approved MOU text must be reviewed by SO counsel before the MOU may be signed. Any changes in the identity of the foreign entity or entities must be reviewed by the laboratory's SCIO. A pdf copy of each final, fully executed MOU must be submitted to the IA-42 (at labagreements@hq.doe.gov) within 20 days of signature.

(End of Clause)
[M1124]

H-46 Authorization of Activities Supporting the Institution – Agreement on Costs

1. **Onsite and Offsite Hazardous Material Movement** - In performance of the Contract, notification to DOE is required in advance of any approval to allow the hand carrying onsite material movement between PNNL facilities that exceeds Material of Trade (MOT) hazardous material limits, has a does rate greater than 4 mrem/hour, is greater than 3% of a minimum critical mass of fissile material, is a select agent or greater than BSL1 quantity, or is safeguards accountable.

(End of Clause)
[M1357]

H-47 Applied Technology Markings

Information resulting from U.S. Department of Energy, Office of Nuclear Energy (NE) funded efforts at the Pacific Northwest National Laboratory must be reviewed by the Contractor for any distribution restrictions. Applied Technology Information (AT) markings will no longer be required to be managed by the Contractor for NE legacy documents performed from 1970 to June 2006. After removal of AT markings, the legacy documents will require a Derivative Classifier and Export Control review for possible further restrictions and/or public release. The Contractor is required to establish a defined process for managing legacy documents marked as "AT" under NE authority.

(End of Clause)
[M1246]

H-48 Paid Leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to Maintain Employees and Subcontractors in a Ready State

(a) The Contractor may submit for reimbursement and the Government will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID–19.

(2) The costs are incurred from January 31, 2020 through September 30, 2021.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARE Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be

reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

(2) Its request reflects or will reflect as soon as known, all applicable credits, including

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and

(ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

(End of clause)
[M1336]

H-49 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014) (Revised) (Nov 2025)

(a) Federal Law protects antiquities located on land owned or controlled by the U.S. Government. Antiquities include Indian graves (e.g., human remains, funerary objects, sacred objects), or campsites, relics, and artifacts.

(b) The Contractor shall ensure that its activities and those of its subcontractors protect antiquities existing or discovered thereon. It shall be the duty of the Contractor to report to the Contracting Officer the existence of antiquities so discovered.

(c) When ground disturbing activities on the PNNL Richland and Sequim Campuses, and PNNL operated facilities on the 300 Area of the Hanford Site require cultural resources monitoring, the Contractor shall provide an individual to monitor the activity that meets the Secretary of Interior (SOI) standards, or an individual that is under the supervision of an SOI qualified individual.

(d) For ground disturbing activities on the PNNL Richland Campus that require cultural resources monitoring, the Contractor shall provide PNSO at least 10 calendar days advance notice.

For ground disturbing activities on the PNNL Sequim Campus that require cultural resources monitoring, the Contractor shall provide PNSO with advance notice as follows: at least 10 calendar days for activities associated with new development and at least 16 calendar days for activities associated with operations and management.

(1) The notification must include the following information:

i. Project name
ii. Description of the proposed activity
iii. Date and time of the activity
iv. Meeting location and time, if attending the activity

v. Personal Protective equipment required to attend the activity
vi. Expected duration of the activity
vii. A map of the activity area and the meeting location

(2) The Contractor's failure to provide the appropriate advance notice may delay ground-disturbing activities. If failure to provide the advance notice occurs, the Contractor shall conduct a review to determine the cause of the failure and take corrective actions to prevent reoccurrence. The Contractor shall provide to PNSO both the review and documentation of the corrective actions within 25 days of identifying the failure.

(e) The Contractor shall facilitate tribal member access to PNNL Richland and Sequim Campuses or other sites where work is being performed under this Contract.

(1) Facilitation includes ensuring that tribal members receive appropriate badging, escorting, and safety briefings as required by the terms and conditions of the Contract.

(2) If the Contractor denies access to tribal members, it shall provide a description and the reason for the denial to PNSO within 96 hours.

(End of clause)
[1627]

Part III – List of

Documents, Exhibits, And

Other Attachments

Section J

Appendix B

Special Financial Institution Account(s) Agreement

For Use with the Payments Cleared Financing Arrangement

REVISION 5

Pacific Northwest
NATIONAL LABORATORY

Proudly Operated by **Battelle** *Since 1965*

SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

MODIFICATION NO. 5

RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

This is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2021.

The parties to this financing agreement desire to modify said agreement to revise the language contained in Covenant 6 to incorporate Revision 4 of "Schedule of Institution Processing Charges", and to revise language in Covenant 8 to reflect the exercising of Option 2 extending the Agreement through June 30, 2031.

COVENANTS

COVENANT 6 shall be deleted and the following substituted therefor:

"The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

Furthermore, the following revised documents have been incorporated via modification:

- Mod. 1: Revision 1 of the "Schedule of Financial Institution Processing Charges" dated March 16, 2023 as well as Revision 1 of the "Requirements Specification/Statement of Work" dated February 13, 2023.
- Mod. 2: Revision 2 of the "Schedule of Financial Institution Processing Charges" dated January 9, 2025.
- Mod. 3: Revision 3 of the "Schedule of Financial Institution Processing Charges" dated July 29, 2025, effective as of the date of the previous modification (April 10, 2025).
- Mod. 4: Revision 2 of the "Requirements Specification/Statement of Work" dated January 29, 2026, attached herein is incorporated, and shall be effective as of the date of this modification."
- Mod. 5: Revision 4 of the "Schedule of Financial Institution Processing Charges" dated June 2, 2026"

COVENANT 8 shall be deleted and the following substituted therefor:

"The Agreement, with all its provisions and covenants, is in effect beginning on July 1, 2021 and extending through June 30, 2026 (consisting of the original two-year base term and the exercising of Option 1 for an additional three years) with one additional option (for a total of ten years should all options be exercised) unless earlier terminated as provided in this agreement. Additional options to this agreement are:

- Option 1: Additional three-year option (July 1, 2023 through June 30, 2026) – which is exercised via Modification 1.
- Option 2: Additional five-year option (July 1, 2026 through June 30, 2031) – which is exercised via Modification 5.

DOE may unilaterally exercise the options of this agreement by providing written notice to the Financial Institution prior to the most current agreement end date. The inclusion of option(s) does not represent a commitment, financial or otherwise, on the part of the Government to exercise any or all of the option(s) nor a represent a commitment to extend the agreement beyond the end date specified herein or in the most current agreement modification. DOE may exercise one or more options by providing written notice to the contractor prior to the most current agreement end date. Lacking written notice by DOE, the option(s) will expire with the agreement."

It is understood and agreed that all other terms and conditions of the Special Financial Institution Accounts Agreement under Prime Contract No. DE-AC05-76RL01830 shall remain unchanged.

SIGNATURES

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Digitally signed by ISIDRO CHAVEZ CHAVEZ
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ISIDRO CHAVEZ CHAVEZ, 0.9.2342.19200300.100.1.1=89001003423673
Date: 2026.06.16 11:57:29 -07'00'

Isidro Chavez
Title: Contracting Officer

Date: _____

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Title: Treasurer

Date: 6/16/2026

By: U. S. BANK

Junee Koch Digitally signed by Junee Koch Date: 2026.06.13 12:34:20 -05'00'

Junee Koch,
Title: Relationship Manager

Date: 6/13/26

Pacific Northwest
NATIONAL LABORATORY
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SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

MODIFICATION NO. 4

RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

This is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2021.

The parties to this financing agreement desire to modify said agreement to revise Recital 3 for an additional zero-balance Accounts Payable account, revise the language contained in Covenant 6 to incorporate Revision 2 of the "Requirements Specification/Statement of Work", and to revise the Terms of the agreement to incorporate additional service specific Terms & Conditions document: the Account Owner Authentication and Account Verification Service (AVS Basic) Supplemental.

RECITALS

Recital 3 shall be deleted and the following substituted therefor:

"The Special Accounts shall be designated:
- Battelle Memorial Institute, PNW Division, DOE Special Account - Contract
- Battelle Memorial Institute, PNW Division, DOE Special Account - Salary
- Battelle Memorial Institute, PNW Division, DOE Special Account - Controlled Disbursement Contract
- Battelle Memorial Institute, PNW Division, DOE Special Account - Controlled Disbursement Salary
- Battelle Memorial Institute, PNW Division, DOE Special Account - Accounts Payable"

COVENANTS

COVENANT 6 shall be deleted and the following substituted therefor:

"The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

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Furthermore, the following revised documents have been incorporated via modification:

- Mod. 1: Revision 1 of the "Schedule of Financial Institution Processing Charges" dated March 16, 2023 as well as Revision 1 of the "Requirements Specification/Statement of Work" dated February 13, 2023.
- Mod. 2: Revision 2 of the "Schedule of Financial Institution Processing Charges" dated January 9, 2025.
- Mod. 3: Revision 3 of the "Schedule of Financial Institution Processing Charges" dated July 29, 2025, effective as of the date of the previous modification (April 10, 2025).
- Mod. 4: Revision 2 of the "Requirements Specification/Statement of Work" dated January 29, 2026, attached herein is incorporated, and shall be effective as of the date of this modification."

TERMS

TERMS shall be deleted and the following substituted therefor:

"The Agreement continues to be in effect for the 120-day additional period, with exception of the following:

1. Term Agreement (Covenant 8)
2. Termination of Agreement (Covenant 9 and 10)

Terms and conditions of the aforesaid proposal submitted by the Financial Institution which are consistent with the 120-day additional term remains in effect for the period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." The forms have been accepted by the Contractor and the Government and are incorporated herein as integral parts of the Agreement.

This Agreement and the following documents incorporated by reference into this Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. This Agreement may not be modified or amended except by mutual agreement of both parties in writing. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The terms of this Agreement, including any amendments agreed to by all parties thereto.
2. The terms of Requirement Specification/Statement of Work - Financial Institution's Information on Checks Paid LOC Financing Arrangement.
3. The terms of the Schedule of Financial Institution Processing Charges, including any amendments agreed to by all parties thereto.
4. Financial Institution's negotiated Terms & Conditions, including any amendments agreed to by all parties thereto, as follows:
    a. Treasury Master Services Agreement
    b. U.S. Bank Services Terms and Conditions
    c. Amendment to U.S. Bank Your Deposit Account Agreement
    d. Your Deposit Account Agreement
    e. Account Owner Authentication and Account Verification Service Terms and Conditions Supplement (AVS Basic)"

It is understood and agreed that all other terms and conditions of the Special Financial Institution Accounts Agreement under Prime Contract No. DE-AC05-76RL01830 shall remain unchanged.

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SIGNATURES

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Digitally signed by ISIDRO CHAVEZ CHAVEZ
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ISIDRO CHAVEZ CHAVEZ, 0.9.2342.19200300.100.1.1=89001003423673
Date: 2026.03.25 13:16:59 -07'00'

Isidro Chavez
Title: Contracting Officer
Date: 03/25/2026

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Digitally signed by Brian R. Smith
Date: 2026.03.24 09:56:09 -04'00'

Brian R. Smith
Title: Treasurer
Date: 03/24/2026

By: U. S. BANK

Junee Koch
Digitally signed by Junee Koch
Date: 2026.03.10 13:39:35 -05'00'

Junee Koch,
Title: Relationship Manager
Date: 3/10/2026

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SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

MODIFICATION NO. 3

RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

This is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2021.

The parties to this financing agreement desire to modify said agreement to revise the language contained in Covenant 6 to incorporate Revision 2 of the "Schedule of Institution Processing Charges".

COVENANTS

COVENANT 6 shall be deleted and the following substituted therefor:

> "The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.
>
> Furthermore, the following revised documents have been incorporated via modification:
>
> - Mod. 1: Revision 1 of the "Schedule of Financial Institution Processing Charges" dated March 16, 2023 as well as Revision 1 of the "Requirements Specification/Statement of Work" dated February 13, 2023.
> - Mod. 2: Revision 2 of the "Schedule of Financial Institution Processing Charges" dated January 9, 2025 attached herein is incorporated, and shall be effective as of the date of this modification."
> - Mod. 3: Revision 3 of the "Schedule of Financial Institution Processing Charges" dated July 29, 2025 attached herein is incorporated, and shall be effective as of the date of the previous modification (April 10, 2025)."

It is understood and agreed that all other terms and conditions of the Special Financial Institution Accounts Agreement under Prime Contract No. DE-AC05-76RL01830 shall remain unchanged.

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SIGNATURES

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Digitally signed by ISIDRO CHAVEZ CHAVEZ
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ISIDRO CHAVEZ CHAVEZ, 0.9.2342.19200300.100.1.1=8900100342367 3
Date: 2025.10.15 16:13:32 -07'00'

Isidro Chavez
Title: Contracting Officer

Date: 10/15/2025

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Digitally signed by Brian R. Smith
Date: 2025.10.15 12:05:56 -04'00'

Brian R. Smith
Title: Treasurer

Date: 10/15/2025

By: U. S. BANK

Junee Koch
Digitally signed by Junee Koch
Date: 2025.09.08 11:55:13 -05'00'

Junee Koch,
Title: Relationship Manager

Date: 9/8/2025

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SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

MODIFICATION NO. 2

RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

This is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2021.

The parties to this financing agreement desire to modify said agreement to revise the language contained in Covenant 6 to incorporate Revision 2 of the "Schedule of Institution Processing Charges".

COVENANTS

COVENANT 6 shall be deleted and the following substituted therefor:

> "The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.
>
> Furthermore, the following revised documents have been incorporated via modification:
>
> - Mod. 1: Revision 1 of the "Schedule of Financial Institution Processing Charges" dated March 16, 2023 as well as Revision 1 of the "Requirements Specification/Statement of Work" dated February 13, 2023.
> - Mod. 2: Revision 2 of the "Schedule of Financial Institution Processing Charges" dated January 9, 2025 attached herein is incorporated, and shall be effective as of the date of this modification."

It is understood and agreed that all other terms and conditions of the Special Financial Institution Accounts Agreement under Prime Contract No. DE-AC05-76RL01830 shall remain unchanged.

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SIGNATURES

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Digitally signed by ISIDRO CHAVEZ CHAVEZ
DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ISIDRO CHAVEZ CHAVEZ, 0.9.2342.19200300.100.1.1=89001003423673
Date: 2025.04.10 10:57:04 -07'00'

Isidro Chavez
Title: Contracting Officer

Date: 04/10/2025

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Digitally signed by Brian R. Smith
Date: 2025.03.27 08:42:40 -04'00'

Brian R. Smith
Title: Treasurer

Date: 3/27/2025

By: U. S. BANK

Junee Koch
Digitally signed by Junee Koch
Date: 2025.03.12 14:51:05 -05'00'

Junee Koch,
Title: Relationship Manager

Date: 3/12/2025

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SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

MODIFICATION NO. 1

RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

This is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2021.

The parties to this financing agreement desire to modify said agreement to revise the language contained in Covenant 6 to incorporate the revised "Schedule of Institution Processing Charges" and "Requirements Specification/Statement of Work" documents attached herein as well as to revise the language in Covenant 8 to reflect the exercising of Option 1 extending the Agreement through June 30, 2026.

COVENANTS

COVENANT 6 shall be deleted and the following substituted therefor:

> "The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.
>
> Furthermore, Revision 1 of the "Schedule of Financial Institution Processing Charges" dated March 16, 2023 as well as Revision 1 of the "Requirements Specification/Statement of Work" dated February 13, 2023 attached herein are incorporated, and shall be effective as of the date of this modification."

COVENANT 8 shall be deleted and the following substituted therefor:

> "The Agreement, with all its provisions and covenants, is in effect beginning on July 1, 2021 and extending through June 30, 2026 (consisting of the original two-year base term and the exercising of Option 1 for an additional three years) with one additional option (for a total of ten years should all options be exercised) unless earlier terminated as provided in this agreement. Additional options to this agreement are:
>
> - Option 1: Additional three-year option (July 1, 2023 through June 30, 2026) – which is exercised via Modification 1.

- Option 2: Additional five-year option (July 1, 2026 through June 30, 2031) – *pricing to be reviewed and finalized prior to exercising option in accordance with Covenant 6*

DOE may unilaterally exercise the options of this agreement by providing written notice to the Financial Institution prior to the most current agreement end date. The inclusion of option(s) does not represent a commitment, financial or otherwise, on the part of the Government to exercise any or all of the option(s) nor a represent a commitment to extend the agreement beyond the end date specified herein or in the most current agreement modification. DOE may exercise one or more options by providing written notice to the contractor prior to the most current agreement end date. Lacking written notice by DOE, the option(s) will expire with the agreement."

It is understood and agreed that all other terms and conditions of the Special Financial Institution Accounts Agreement under Prime Contract No. DE-AC05-76RL01830 shall remain unchanged.

SIGNATURES

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Sue Harp

C. Sue Harp
Title: Contracting Officer

Date: 5/11/2023

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Title: Treasurer

Date: 5/9/2023

By: U. S. BANK

Jason Glidden

Jason Glidden,
Title: Relationship Manager

Date: 4/17/2023

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SPECIAL FINANCIAL INSTITUTION ACCOUNTS AGREEMENT FOR USE WITH THE CHECKS PAID LETTER OF CREDIT (LOC) FINANCING ARRANGEMENT

The agreement is entered into on July 1, 2021, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing this agreement, Battelle Memorial Institute, a Ohio corporation (the Contractor), and U.S. Bank National Association, a Financial Institution organized and operating under the laws of the United States of America (the Financial Institution).

RECITALS

1. Effective December 30, 1964, Government and the Contractor entered into Prime Contract No. DE-AC05-76RL01830, or a related supplemental agreement thereto, providing for the transfer of Government funds on a checks paid letter of credit financing basis.

2. The contract or supplemental agreement requires amounts advanced to the Contractor be deposited separate from the Contractor's general or other funds, in a Special Account at a member bank of the Federal Reserve System, any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration. The parties agree to deposit the amounts with the Financial Institution, which meets the requirement.

3. The Special Accounts shall be designated:
   - Battelle Memorial Institute, PNW Division, DOE Special Account - Contract
   - Battelle Memorial Institute, PNW Division, DOE Special Account - Salary
   - Battelle Memorial Institute, PNW Division, DOE Special Account - Controlled Disbursement Contract
   - Battelle Memorial Institute, PNW Division, DOE Special Account - Controlled Disbursement Salary

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, the parties agree to the following conditions:

1. The Government has lien on the credit balance in the account to secure the repayment of every advance payment made to the Contractor. The lien is paramount to any lien or claim of the Financial Institution regarding the account.

2. The Financial Institution is bound by the terms of this Agreement relating to the deposit and withdrawal of funds in the Special Accounts, and is unaccountable for the application of funds withdrawn from the accounts. The Financial Institution acts on written directions from the Contracting Officer, the administering office, or a duly authorized representative of either. The Financial Institution is unaccountable to any party to the agreement for any action complying with the written directions. Any written directions received by the Financial Institution through the Contracting Officer on DOE stationery and purporting to be signed by, or by the direction of DOE or duly authorized representative, may be, as far as the rights, duties, and liabilities of the Financial Institution are concerned, considered as being properly issued and filed with the Financial Institution by DOE.

3. The Government, or the Government's authorized representatives, has access to the books and records maintained by the Financial Institution regarding the Special accounts at reasonable times and for reasonable purposes, including, the inspection or copying of the books and records and any and all pertinent memoranda, checks, correspondence, or documents. Such financial records shall be preserved by Financial Institution according to its standard document retention policies which comply with applicable regulations. The Financial Institution will retain transactional data for a period of 7 years from the date of the transaction in the form of PDF bank and account analysis statements with incorporated details. Check images will also be retained on and accessible through the online banking system for 7 years from the date of the transaction. The Financial Institution will provide the Contractor and Government the services and systems necessary to enable the Contractor to preserve financial records for a period of 6 years after the closing of this Special Financial Institution Accounts Agreement (SFIAA). For the duration of the agreement, the Financial Institution will provide the Contractor with information and services, in formats that will allow the Contractor or Government to print, download, save, or

otherwise retain the information and financial records. The Contractor will be responsible for downloading and maintaining records at appropriate intervals in order to preserve and retain financial records for the benefit of the Government and for purposes of all Prime Contract requirements, including but not limited to banking agreement/special account audit(s), incurred cost audit(s), other related or necessary audits, and other closeout requirements of this banking agreement and the Prime Contract.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

   U.S. Department of Energy
   Consolidated Service Center
   9800 south Cass Avenue
   Lemont, IL 60439

   And

   Pacific Northwest Site Office, Contracting Officer
   P.O. Box 350; MSIN K9-42
   Richland, WA 99354

5. DOE authorizes funds to the extent obligations have been incurred in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment any payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

6. The Financial Institution agrees to service the account based on the requirements and specifications contained in Request for Proposal (RFP) No. 2020-SJE-SFIAA-CPLOC-FA, dated October 20, 2020 and associated RFP Addendums Nos. 1, 2, and 3. Services provided by the Financial Institution are for the benefit of the Contractor and DOE or Government. The Financial Institution agrees per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," will remain constant during the Base two-year term of the Agreement and for the following three-year optional term (Option 1) for a total of five years fixed pricing. It is understood that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," for the final five-year optional term (Option 2) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term. Any services not within the schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected. The Financial Institution calculates the monthly fees based on services agreed to and rendered in accordance with the "Schedule of Financial Institution Processing Charges" and shall invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

7. The Financial Institution posts collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in any of the accounts included in the Agreement, less the Treasury-approved deposit insurance.

8. The Agreement, with all its provisions and covenants, is in effect for a term of two years, beginning on July 1, 2021, and ending on June 30, 2023 with two additional options (for a total of ten years should all options be exercised) unless earlier terminated as provided in this agreement. Additional options to this agreement are:
   - Option 1: Additional three-year option (July 1, 2023 through June 30, 2026)
   - Option 2: Additional five-year option (July 1, 2026 through June 30, 2031) – *pricing to be reviewed and finalized prior to exercising option in accordance with Covenant 6*

   DOE may unilaterally exercise the options of this agreement by providing written notice to the Financial Institution prior to the most current agreement end date. The inclusion of option(s) does not represent a commitment, financial or otherwise, on the part of the Government to exercise any or all of the option(s) nor a represent a commitment to extend the agreement beyond the end date specified herein or in the most current agreement modification. DOE may

exercise one or more options by providing written notice to the contractor prior to the most current agreement end date. Lacking written notice by DOE, the option(s) will expire with the agreement.

9. DOE, the Contractor, or the Financial Institution may terminate the Agreement at any time within the agreement period upon providing written notification to the other parties 120 days prior to the desired termination date. The specific provisions for operating the account during the 120-day period are contained in Covenant 12.

10. DOE or the Contractor may terminate the Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find the Financial Institution has failed to substantially perform its obligations under the Agreement or the Financial Institution is performing obligations in a manner which precludes administering the program in an effective and efficient manner or precludes the effective utilization of the Government's cash resources.

11. Notwithstanding the provisions of Covenants 9 and 10, in the event that the Agreement, referenced in Recital (1), between DOE and the Contractor is not renewed, or is terminated, the Agreement between DOE, the Contractor, and the Financial Institution may be terminated automatically upon the delivery of written notice to the Financial Institution or the Agreement may be assigned to a successor contractor designee of DOE. If Contractor ceases to be the contractor for PNNL, it shall have no further liability under this (Special Finance) Agreement for any obligations accruing from and after the date Contractor ceases to be the operating contractor; provided, however, that Contractor shall remain liable for: (1) incurred by the Financial Institution related to the assignment of this Agreement and (2) any and all of its obligations existing as of such date, including without limitation, obligations for then existing conditions whether known or unknown except for any obligations accepted, assumed, or assigned to the successor contractor or otherwise provided for in a DOE approved transition plan.

12. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 120-day period to clear outstanding payment items.

TERMS

The Agreement continues to be in effect for the 120-day additional period, with exception of the following:

1. Term Agreement (Covenant 8)
2. Termination of Agreement (Covenant 9 and 10)

Terms and conditions of the aforesaid proposal submitted by the Financial Institution which are consistent with the 120-day additional term remains in effect for the period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." The forms have been accepted by the Contractor and the Government and are incorporated herein as integral parts of the Agreement.

This Agreement and the following documents incorporated by reference into this Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. This Agreement may not be modified or amended except by mutual agreement of both parties in writing. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The terms of this Agreement, including any amendments agreed to by all parties thereto.
2. The terms of Requirement Specification/Statement of Work - Financial Institution's Information on Checks Paid LOC Financing Arrangement.
3. The terms of the Schedule of Financial Institution Processing Charges, including any amendments agreed to by all parties thereto.
4. Financial Institution's negotiated Terms & Conditions, including any amendments agreed to by all parties thereto, as follows:
   a. Treasury Master Services Agreement
   b. U.S. Bank Services Terms and Conditions
   c. Amendment to U.S. Bank Your Deposit Account Agreement
   d. Your Deposit Account Agreement

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

By: U.S. DEPARTMENT OF ENERGY
PACIFIC NORTHWEST SITE OFFICE

Sue Harp Digitally signed by Sue Harp Date: 2021.06.22 10:06:06 -07'00'

C. Sue Harp
Title: Contracting Officer

Date: June 22, 2021

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith
Title: Treasurer

Date: June 17, 2021

By: U. S. BANK

Robert Loffink Digitally signed by Robert Loffink Date: 2021.06.16 16:30:23 -07'00'

Robert Loffink,
Title: Relationship Manager

Date: June 16, 2021

NOTE

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Russell P. Austin, certify that I am the Secretary of the corporation named as Contractor herein; that Brian R. Smith, who signed this Agreement on behalf of the Contractor, was then Treasurer of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Jordyn Anderson, certify that I am a Treasury Management Consultant of the corporation named as Financial Institution herein; that Robert Loffink, who signed this Agreement on behalf of the Financial Institution, was then Senior Vice President of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

ENCLOSURE 6

TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The Financial Institution makes the following technical representations and certifications as part of its proposal to the Department of Energy to service under a Checks Paid LOC financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

a. The Financial Institution is a (**X**) **national chartered financial institution formed under the laws of the United States of America** ( ) State chartered financial institution organized and existing in the State of _____.

b. The Financial Institution (**X**) maintains ( ) does not maintain an account with a Federal Reserve Bank.

c. The current (**X**) Federal ( ) State time deposit reserve requirement for the Financial Institution **0** %.

d. The Financial Institution insures each time account for $250,000 under federally approved deposit insurance (**X**) Yes ( ) No. Deposits are insured by a Government deposit insurance organization approved by the Department of the Treasury. If no explain:

e. The Financial Institution has direct online access to the Federal Reserve Communication System (FRCS). If no, explain: **Yes**

f. To receive same-day credit from the Federal Reserve, the Financial Institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 5:45 p.m. Eastern time. If no explain: **Yes**

2. Minority Business Enterprises

Is the Financial Institution a minority-owned or minority-controlled institution, eligible to participate in the Treasury Minority Bank Deposit Program (MBDP)? ( ) Yes (**X**) No.

Information about eligibility and enrollment in the MBDP program is available on the Financial Management Service website.

3. Technical

a. Does the Financial Institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the Contractor as stated in the "Schedule of Financial Institution Processing Charges" and "Requirement Specification/Statement of Work – Financial Institution's Information on Checks Paid LOC Financing Arrangement"?

Service: (**X**) Yes ( ) No Reconciliation: (**X**) Yes ( ) No

U.S. Bank currently services and reconciles payments for 8 Labs/Department of Energy Contractors.

b. What is the highest number of payments serviced and reconciled for a single account?

Service: **38,910/mo** Reconciliation: **61,941/mo**

As the 5th largest financial institution in the United States, U.S. Bank provides transaction clearing and reconciliation services for customers including millions of transactions. On average our Controlled Disbursement customers issue over 200 checks per day and the average dollar size of customer's daily clearings is over $800,000. U.S. Bank originates an

average of 71,616,113 ACH items per month totaling $1.7 trillion. U.S. Bank also receives an average of 52,259,905 ACH items per month totaling $130.9 billion. We provide reconciliation services for over 13,000 customers. Specific to the 8 DOE Labs/Contractors that we currently process for, we have provided to following maximum number of payment clearings and reconciliations shown above.

Date	Name:	Signature
11/30/2020	**U.S. Bank National Association**	Name: Robert Loffink Title: Senior Vice President

Pacific Northwest
NATIONAL LABORATORY
Proudly Operated by Battelle Since 1965

ENCLOSURE 2

**REQUIREMENTS SPECIFICATION/STATEMENT OF WORK –
FINANCIAL INSTITUTION'S INFORMATION ON CHECKS PAID LOC FINANCING AGREEMENT
FOR THE PACIFIC NORTHWEST NATIONAL LABORATORY**

Revision: 2
Dated: January 29, 2026

Introduction

Checks paid Letter of Credit (LOC) funding is a method used by the Federal Government to provide funds to a Contractor who is performing services or providing goods to the Department of Energy (DOE). Under the method, the contractor issues payments for program purposes. When payments clear the Financial Institution, the payments are totaled, and the Financial Institution draws funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank (FRB-Richmond) of Richmond for credit to the account at the contractor's account. Information necessary to bid for and operate such an account and to establish the reporting requirements the Financial Institution meets are provided below.

As detailed in this Requirement Specification/Statement of Work (SOW), the Financial Institution shall perform all technical and other work necessary to provide banking services as specified herein under the checks paid method letter of credit financing.

Bank Service Requirements

The Financial Institution shall provide Financial Institution services as specified herein and under the Special Financial Institution Account(s) Agreement, Enclosure 3, for use with the Checks Paid LOC Financing Arrangement.

A. The Contractor will establish and maintain Government Funded Accounts (GFAs) for disbursement activities with the Financial Institution. Currently five (5) of such demand deposit GFAs are utilized. The Contractor reserves the right to consolidate existing accounts or establish new demand deposit GFAs as needed during the term of this Agreement. These accounts may be established as zero-balance accounts (ZBA) (as detailed below), funded through the Checks paid LOC funding method through the Federal Government as described in the Introduction of this Statement of Work document. Description of the five GFAs are as follows:

    1. Contract Account: Account maintenance will include but not be limited to: book transfers, controlled disbursement and ZBA account settlements, received lockbox deposits, branch cash or night drop deposits, and other returned activity. This account will be utilized as the master account, funding all other accounts daily. Under the checks paid LOC method, the Financial Institution will make a daily draw from the US Department of the Treasury's (Treasury) ASAP system which will credit the master account in order to bring all accounts to a net positive and as close to zero as administratively possible. This process is outlined below in Section B of the Bank Service Requirements.

    2. Accounts Payable Account: Direct disbursements to this account will be limited to originated ACH or Wire payments generated for payment liabilities. This account will be set up as a zero-balance account (ZBA) tying directly to the Contract Account. Credit(s) to this account will be limited to one balance transfer per day, outside of any receipt of a returned/rejected disbursement item.

    3. Controlled Disbursement Account – Payables: Disbursements to this account will be limited to paper checks issued for general account liabilities. This account will be established as a positive pay, controlled disbursement account tying directly to the Contract Account. Credit(s) to this account will be limited to one balance transfer per day, outside of any receipt of a returned/rejected disbursement item.

    4. Salary Account: Direct disbursements to this account will be limited to originated ACH or Wire payments generated for payroll liabilities. This account will be set up as a zero-balance

account (ZBA) tying directly to the Contract Account. Credit(s) to this account will be limited to one balance transfer per day, outside of any receipt of a returned/rejected disbursement item.

5. Controlled Disbursement Account – Salary: Disbursements to this account will be limited to paper checks issued for payroll liabilities. This account will be established as a positive pay, controlled disbursement account tying directly to the Salary Account. Credit(s) to this account will be limited to one balance transfer per day, outside of any receipt of a returned/rejected disbursement item.

B. The Financial Institution will honor the payments presented for collection without pre-funding of accounts and perform and/or calculate all controlled disbursement and zero-balance transfers prior to calculating the government-funded total for the day. The Contractor and Financial Institution will agree upon a method of drawdown calculation and verification, with Contractor's requirement to approve the drawdown calculation prior to submission.

C. The Financial Institution will total the payments cleared against the special account. The sum will be drawn from the ASAP 1031 account at FRB-Richmond. The financial institution will total the deposits against the special account. The sum will be sent to the ASAP 1031 account at FRB-Richmond. The combined amount of the drawdowns will be sufficient to maintain the account balance net positive and as close to zero as administratively possible. The institution determines the cutoff time for processing payments and deposits to verify same day credit. The drawdown is initiated by sending a Fedwire request (with a message subtype code of '1031') to FRB-Richmond by 5:45 p.m. Eastern Time.

D. If the Financial Institution providing these services is a branch of a parent institution, the drawdown on ASAP 1031 and subsequent transfer of funds from FRB-Richmond must be accomplished in time for the branch to receive same-day credit for the funds requested.

1. If an overdraft occurs, due to a banking error, on the first business day following an overdraft, the Financial Institution will draw down an amount equal to the net sum of the overdraft, offset by any receipts and the Financial Institution will not charge the Contractor.

2. If the Financial Institution has a pattern of excess drawdown and fails to correct the problem after written notice from the contractor, the Financial Institution will be assessed interest on all excess balances at the Federal Funds Rate for the month(s), and the special Financial Institution account agreement will be terminated. Any assessed interest will be remitted to the responsible DOE finance office or to the Contractor.

E. The Financial Institution will provide secure electronic banking options to allow multiple users access to daily, weekly, and monthly account information to manage and maintain all daily banking transactions. Information will be provided in a format that will allow Contractor to print, download, or otherwise retain information. Information provided by Financial Institution shall include:

1. View all incoming or outgoing domestic or foreign wire transfers including detail reporting
2. ACH transactions, addenda, Notifications of Change (NOC) and Returns,
3. View copies of paid checks via electronic imaging online for up to seven years on monthly electronic files,
4. Stop payment orders,
5. ACH and check positive pay items/exceptions,
6. Cash, check & currency deposited items and returned deposit items, to include images retained online after the date of the transaction,
7. Book transfers,
8. Downloadable bank analysis and transactional monthly statements (as outlined in N and O below)
9. The electronic banking option must provide audit logs for all user actions and allow for self-administration for assigning Administrative user rights, roles and entitlements, and enable segregation of duties within the various screens

Desired/preferable information available via secure electronic banking are:

1. ACH service request orders,

2. Lockbox deposits including scanned images of all received documents,
3. Downloadable bank reconciliation statements (i.e. ARP)

F. The Financial Institution will process the following electronic orders as requested:
   1. Stop payment orders
   2. ACH service requests
   3. Check Positive Pay single issues/cancelations
   4. ACH Positive Pay block/filters

G. The Financial Institution will provide a secure file transfer service (FTS) mechanism for the Contractor to process daily electronic transmissions of ~~both~~ positive pay ~~and reverse positive pay~~ maintenance batch files for each account. The Financial Institution will complete a full account reconciliation including maintaining the outstanding check list.

H. The Financial Institution will provide the capability to process federal domestic and international wire transfers through a secure online system using vendor-maintained templates or free forms in both US dollar and foreign currency. The online banking system will provide options for segregation of duties through wire template creation, wire initiation and wire process. Additionally, the Financial Institution will provide a secure file transfer service (FTS) mechanism to process federal domestic and international wire transfer batch files. The Financial Institution shall provide a confirmation requirement to validate each wire transfer batch file received through the FTS mechanism.

I. The Financial Institution will process batch file payments by Automated Clearing House by receiving a NACHA compliant ACH/EDI batch file through direct transmittal via a secure FTS mechanism. The Financial Institution should have the ability to process CTX, CTX+, and EDI 820 payment order/remittance advice. The Financial Institution shall provide a confirmation requirement to validate each ACH file received through the FTS mechanism. The Financial Institution secure FTS mechanism should have the ability to receive multiple ACH files per day.

   1. The Financial Institution shall provide a test environment for secure file transfer transactions during implementation and to support other system updates/changes. During implementation and in the event program changes are made to the Contractor's software system testing to the point that data files are passed to and reviewed by the Financial Institution before changes are implemented.

J. The Financial Institution must be able to receive and accept deposits to a lockbox. The Financial Institution will provide, preferable through an online source, a copy of the check, all paperwork that accompanied the check and a report showing each check number received, the payee name, and the dollar amount.

K. The Financial Institution will provide a mechanism of deposit of foreign drawn drafts (i.e. Canadian checks) or foreign currency for exchange credit.

L. The Financial Institution will facilitate the capability to furnish coin and currency on an as-needed basis and to accept coin or currency deposits.

M. The Financial Institution will provide, on a monthly basis, full account reconciliation statements. It is preferred that monthly account reconciliation statements follow the Contractor's fiscal month-end timeframes. Account reconciliation statements shall be provided electronically.

N. The Financial Institution will provide the Contractor with a monthly transactional statement. It is preferred that monthly transactional statements will follow the Contractor's fiscal month-end timeframes. The Financial Institution will provide the Contractor multiple options to receive the statement, including a mailed copy and downloadable CSV and PDF version through the online banking system.

O. The Financial Institution shall provide monthly combined account analysis statements detailing transactions by volume, with the understanding that payment for services will be in accordance with the "Schedule of Financial Institution Processing Charges." The combined account analysis statement will

include the data necessary for the Contractor and/or DOE finance office to determine that the costs of the services in the Schedule of Financial Institution of Processing Charges are commensurate with the level of compensation being provided to the Financial Institution, and that the average daily demand account balance is being maintained net positive and as close to zero as administratively possible.

P. The Financial Institution will provide an initial on-site setup and training with an assigned Relationship Account Manager. The Relationship Account Manager, or a specifically provided service group, should be available to support day-to-day problems and issues available from 9 am to 3 pm Pacific time all banking business days.

Q. The Financial Institution selected will be requested to provide on-site product updates, training and a review of account issues and concerns to the contractor at least once a year. Additionally, they should be able to periodically provide sufficient business continuity plans to ensure bank system processing shall continue in the event of a disaster. Quarterly reviews will be held between the Contractor Banking Administrator and the Bank's Relationship Account Manager and conducted on-site at the Contractor Banking Administrator discretion.

R. The Financial Institution will provide the capability for the Contractor to access imaged copies of cleared checks and will preserve the books and records (including any and all pertinent memoranda, checks, correspondence, or documents). The Financial Institution will provide the Contractor and Government the services and systems necessary to enable the Contractor to preserve financial records for a period of 6 years after the closing of the Special Account. For the duration of the agreement, the Financial Institution will provide the Contractor with information and services, in formats that will allow the Contractor or Government to print, download, save, or otherwise retain the information and financial records. The Contractor will be responsible for downloading and maintaining records at appropriate intervals in order to preserve and retain financial records.

SCHEDULE OF FINANCIAL INSITUTION'S PROCESSING CHARGES
Banking Services Charges/Fees
Battelle - PNNL
Revision 4
6/2/2026

DDA Element ID	Service Description/Name	Rates - Base Period (First 2 Years 2021-2023)	Rates - Option 1 (3 Years 2023-2026)	Rates - Option 2 (5 Years 2026-2031)	
	Depository Services				
DDA01205	Deposit Coverage	Variable Rate	Variable Rate	Variable Rate	*Variable Rate, per $1,000 ledger balance, is based on FDIC's coverage ratios, bank risk based factors, and market conditions.
DDA35997	Charge for Neg Coll Balance	Variable Rate	Variable Rate	Variable Rate	*Variable Rate based on Prime+4% assessed on a daily basis using the actual number of days in the month and a 360-day year.
DDA01543	Account Maintenance	$ 8.00000	$ 8.00000	$ 8.00000	
DDA01506	Paper Credits	$ 0.20000	$ 0.20000	$ 0.20000	
DDA01500	Electronic Credits	$ 0.20000	$ 0.20000	$ 0.20000	
DDA01553	Electronic Debits	$ 0.10000	$ 0.10000	$ 0.10000	
DDA01358	Reject Checks Paid	$ 0.10000	$ 0.10000	$ 0.10000	
DDA01374	Returned Item Special Instruc	$ 5.00000	$ 5.00000	$ 5.00000	
DDA01516	Check Filter Monthly Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA01215	Related Acct Transfer by Phone	$ 6.00000	$ 6.00000	$ 6.00000	
DDA01514	Combined Transactions/Items	$ -	$ -	$ -	
DDA01510	Special Statements	$ 14.00000	$ 14.00000	$ 14.00000	
DDA01525	Truncated Paper Stmt	$ 5.00000	$ 5.00000	$ 5.00000	
DDA01614	Image Paper DDA Statement	$ 5.00000	$ 5.00000	$ 5.00000	
DDA21155	Elec DDA Monthly Maintenance	$ 25.00000	$ 25.00000	$ 25.00000	
DDA01507	Deposited Item	$ 0.05500	$ 0.05500	$ 0.05500	
DDA01556	Paper Debits	$ 0.10000	$ 0.10000	$ 0.10000	
DDA01508	Returned Deposited Items	$ 3.25000	$ 3.25000	$ 3.25000	
DDA01364	Redeposited Returned Item	$ 3.25000	$ 3.25000	$ 3.25000	
DDA01407	Returned Item Email Notice	$ 1.00000	$ 1.00000	$ 1.00000	
DDA01108	Returned Item Image Copies	$ 1.00000	$ 1.00000	$ 1.00000	
DDA01110	Returned Item Image Viewed	$ 0.07000	$ 0.07000	$ 0.07000	
DDA01111	Returned Item Img Advice View	$ 0.07000	$ 0.07000	$ 0.07000	
DDA01126	Overdraft Paid Fee	$ 15.00000	$ 15.00000	$ 15.00000	
DDA01103	Overdraft Returned Fee	$ 15.00000	$ 15.00000	$ 15.00000	
DDA01130	Extended Overdraft Fee	$ 15.00000	$ 15.00000	$ 15.00000	
DDA01610	Snapshot Statement/Copy	$ 6.00000	$ 6.00000	$ 6.00000	
DDA01528	Paper Statement with Hard Check Copies	$ -	$ -	$ -	
DDA01517	Check Filter Items Returned	$ 10.00000	$ 10.00000	$ 10.00000	
DDA01519	Manual Stop Payment-24 Months	$ 15.00000	$ 15.00000	$ 15.00000	
DDA01214	Account Inquiry	$ 6.00000	$ 6.00000	$ 6.00000	
DDA01204	Copy of Check/Deposit Ticket	$ 2.50000	$ 2.50000	$ 2.50000	
DDA01528	Stmt w/Check Ft Images	$ 5.00000	$ 5.00000	$ 5.00000	
DDA01605	Check/Deposit Ticket Order	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate for depository supplies (i.e. Checks, Deposit Slips, Endorsement Stamps, etc.) which are ordered from a 3rd party supply vendor through Commercial Customer Service and charged as a pass through.
DDA01530	Statement - Number of Items	$ 0.05000	$ 0.05000	$ 0.05000	
DDA01613	Online Image Statement	$ -	$ -	$ -	
DDA01612	Online Truncated Statement	$ -	$ -	$ -	
	Account Reconcilement Services				
DDA03039	SP ARP Daily Paid Monthly Main	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03014	Full/Positive Pay Maint	$ 50.00000	$ 50.00000	$ 50.00000	
DDA03137	Full/Positive Pay - per Item	$ 0.04000	$ 0.04000	$ 0.04000	
DDA03752	ARP Full Maintenance	$ 50.00000	$ 50.00000	$ 50.00000	
DDA03032	Recon Printing / Mailing Fee	$ 6.00000	$ 6.00000	$ 6.00000	
DDA03037	SP ARP Recon Outstanding Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03688	ARP Transmission Output	$ 5.00000	$ 5.00000	$ 5.00000	
~~DDA35051~~	~~File Level Encryption Mo Maint First~~	~~$ 55.00000~~	~~$ 55.00000~~	~~$ 55.00000~~	Mod. 5 - Deletion of Service
DDA35051	File Level Encryption Mo Maint	$ -	$ -	$ -	Mod. 5 - Name change from "File Level Encryption Mo Maint Next"
DDA03542	Full ARP - per Item	$ 0.04000	$ 0.04000	$ 0.04000	
DDA03106	SP Positive Pay Only Maint	$ 50.00000	$ 50.00000	$ 50.00000	
DDA03019	SP Pos Pay Image Retrieval	$ 0.07000	$ 0.07000	$ 0.07000	
DDA03022	SP Issue/Cancel Input	$ 0.25000	$ 0.25000	$ 0.25000	
DDA03024	SP Positive Pay Exceptions	$ 1.25000	$ 1.25000	$ 1.25000	
DDA03029	SP ARP Recon Report-per Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03031	SP ARP Recon Reports Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03038	SP ARP Recon Outstanding Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03040	SP ARP Daily Paid - per Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03041	SP ARP Daily Outstanding Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03042	SP ARP Daily Outstanding Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03121	Transmission Input	$ 5.00000	$ 5.00000	$ 5.00000	
DDA03122	ARP Transmission - per Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03366	Check Sort Maint	$ 15.00000	$ 15.00000	$ 15.00000	
DDA03537	ARP Check Sort - per Item	$ 0.02000	$ 0.02000	$ 0.02000	
DDA03754	Daily Paid List Maint	$ 15.00000	$ 15.00000	$ 15.00000	
DDA03756	Daily Paid List Items	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03016	Payee Positive Pay Maintenance	$ 15.00000	$ 15.00000	$ 15.00000	
DDA03015	Payee Positive Pay-per Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA03101	Partial/Positive Pay Maint	$ 50.00000	$ 50.00000	$ 50.00000	
DDA03102	Partial/Positive Pay-per Item	$ 0.04000	$ 0.04000	$ 0.04000	
DDA03541	Partial ARP - per Item	$ 0.04000	$ 0.04000	$ 0.04000	
DDA03107	SP Pos Pay Only - per Item	$ 0.04000	$ 0.04000	$ 0.04000	
DDA03130	Teller Payee Positive Pay	$ -	$ -	$ -	
DDA03017	SP Checks Returned	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03026	SP Issue Mnt Upload - per File	$ 5.00000	$ 5.00000	$ 5.00000	
DDA03027	SP Issue Mnt Confirm-per File	$ 0.25000	$ 0.25000	$ 0.25000	
DDA03044	SP Same Day PPay per Item	$ 0.01000	$ 0.01000	$ 0.01000	

DDA Element ID	Service Description/Name	Rates - Base Period (First 2 Years 2021-2023)	Rates - Option 1 (3 Years 2023-2026)	Rates - Option 2 (5 Years 2026-2031)	
DDA03045	SP Same Day PPay Exception	$ 1.25000	$ 1.25000	$ 1.25000	
DDA03021	SP Payee Pos Pay Exceptions	$ 1.25000	$ 1.25000	$ 1.25000	
DDA03690	Outstanding Issues Report	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03036	Stale Date Maintenance	$ 10.00000	$ 10.00000	$ 10.00000	
DDA03127	Stale Date Trans - per File	$ 5.00000	$ 5.00000	$ 5.00000	
DDA03691	ARP Transmission BAI Format	$ 5.00000	$ 5.00000	$ 5.00000	
DDA03028	SP Unreviewed Payee Exceptions	$ 0.15000	$ 0.15000	$ 0.15000	
	Online Banking - SinglePoint				
DDA29800	SP Returned Items Mo Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29014	SP Lockbox Summary Report	$ 55.00000	$ 55.00000	$ 55.00000	
DDA29200	Account Analysis Report TXT	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29511	SP Wires Monthly Maintena First	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29511	SP Wires Monthly Maintena Next	$ -	$ -	$ -	
DDA29010	SP Current Day Per Acct	$ 15.00000	$ 15.00000	$ 15.00000	
DDA29020	SP Current Day Per Item	$ 0.05000	$ 0.05000	$ 0.05500	Mod. 5 - Rate Revision for Opt. 2
DDA29100	SP Previous Day Per Acct	$ 15.00000	$ 15.00000	$ 15.00000	
DDA29110	SP Previous Day Per Item	$ 0.05000	$ 0.05000	$ 0.05500	Mod. 5 - Rate Revision for Opt. 2
DDA29201	Account Analysis Report PDF	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29203	Monthly DDA Statement PDF	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29205	ACH Return and NOC Report Prev	$ 2.50000	$ 2.50000	$ 2.50000	
DDA29217	ACH Return and NOC Special Report	$ 2.50000	$ 2.50000	$ 2.50000	
DDA29225	EDI Remittance Report	$ 35.00000	$ 35.00000	$ 35.00000	
DDA29015	SP Lockbox Detail Report	$ 55.00000	$ 55.00000	$ 55.00000	
DDA29326	SP Account Add/Modify/Delete	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29421	Previous Day Xmit Mo Maint	$ 15.00000	$ 15.00000	$ 15.00000	
DDA29422	Prev Day Xmit-per Transmit	$ 5.00000	$ 5.00000	$ 5.50000	Mod. 5 - Rate Revision for Opt. 2
DDA29423	Previous Day Xmit-per Item	$ 0.05000	$ 0.05000	$ 0.05000	
DDA29432	SP Book Transfer-per Transfer	$ 0.10000	$ 0.10000	$ 0.10000	
DDA29442	SP Stop Payments-per Stop	$ 9.00000	$ 9.00000	$ 9.00000	
DDA29504	SP ACH Adjustment Mo Maint	$ 15.00000	$ 15.00000	$ 15.00000	
DDA29505	SP ACH Adjustment Request	$ -	$ -	$ -	
DDA29541	SP Image Access Mo Maint	$ 25.00000	$ 25.00000	$ 25.00000	
DDA29202	Monthly DDA Statement TXT	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29431	SP Book Transfer Mo Maint First	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29431	SP Book Transfer Mo Maint Next	$ -	$ -	$ -	
DDA29441	SP Stop Payments Mo Maint First	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29441	SP Stop Payments Mo Maint Next	$ -	$ -	$ -	
DDA29444	SP Stop/Inquiry ARP-per Item	$ 0.10000	$ 0.10000	$ 0.10000	
DDA29481	SP Adjustments Mo Maint	$ -	$ -	$ -	
DDA22641	SP ACH Positive Pay Mo Maint	$ 17.50000	$ 17.50000	$ 17.50000	
DDA29521	SP Positive Pay Monthly Maint	$ -	$ -	$ -	
DDA29531	SP Issue Maint Mo Maintenance First	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29531	SP Issue Maint Mo Maintenance Next	$ -	$ -	$ -	
DDA29600	SP External Message Mo Maint	$ -	$ -	$ -	
DDA29601	SP External User Message Sent	$ -	$ -	$ -	
DDA29602	SP External User Task Sent	$ -	$ -	$ -	
DDA29303	SP Extended Retention-12 mos	$ 25.00000	$ 25.00000	$ 25.00000	
DDA29209	ACH Filter Rejected Item Rpt	$ -	$ -	$ -	
DDA29210	ACH Filter Authorization Rpt	$ -	$ -	$ -	
~~DDA29302~~	~~SP Extended Retention-6 mos~~	~~$ 25.00000~~	~~$ 25.00000~~	~~$ 25.00000~~	
~~DDA29304~~	~~SP Extended Retention-18 mos~~	~~$ 25.00000~~	~~$ 25.00000~~	~~$ 25.00000~~	
DDA29305	SP Extended Retention-24 mos	$ 50.00000	$ 50.00000	$ 50.00000	
DDA29310	SP Token Monthly Maintenance	$ 1.25000	$ 1.25000	$ 1.25000	
DDA29320	SP Token Replacement	$ 30.00000	$ 30.00000	$ 30.00000	
DDA29325	SP User Add/Modify/Delete	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29425	Current Day Xmit Mo Maint	$ 15.00000	$ 15.00000	$ 15.00000	
DDA29426	Current Day Xmit-per Xmit	$ 5.00000	$ 5.00000	$ 5.50000	Mod. 5 - Rate Revision for Opt. 2
DDA29427	Current Day Xmit-per Item	$ 0.05000	$ 0.05000	$ 0.05000	
DDA29428	SP Current Day ACH Addenda	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29443	SP Stop Payments-per Revoke	$ 9.00000	$ 9.00000	$ 9.00000	
DDA29445	SP Stop Pmt Renewal-per Stop	$ 2.50000	$ 2.50000	$ 2.50000	
DDA29485	SP Stop Payment Transmission	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29651	SP ACH Origination Mo Maint	$ 25.00000	$ 25.00000	$ 25.00000	
DDA22646	SP ACH Ctrl Totl Mo Maint	N/A	N/A	$ -	Mod. 5 - New Added Service
DDA22642	SP ACH POS Pay Authorization	$ 1.00000	$ 1.00000	$ 1.00000	
DDA22643	SP ACH POS Pay per Paid Item	$ 0.10000	$ 0.10000	$ 0.10000	
DDA21801	SPT File Manager Monthly Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29130	SP Previous Day ACH Addenda	$ 10.00000	$ 10.00000	$ 10.00000	
DDA29417	SP File Delivery Xmit per Xmit	$ 5.00000	$ 5.00000	$ 5.00000	
DDA29681	SP Disb via Zelle Mo Maint	$ 25.00000	$ 25.00000	$ 25.00000	
DDA29542	SP Image File - per Acct	$ 25.00000	$ 25.00000	$ 25.00000	
DDA29518	SP Account Recon Monthly Maint	$ -	$ -	$ -	
	Wire Transfers				
DDA07988	Batch Wire Status Report Email Secured - per email	$ -	$ -	$ -	
DDA07989	Batch Wire Status Report Email Unsecured - per email	$ -	$ -	$ -	
DDA07593	Incoming Fedwire	$ 6.50000	$ 6.50000	$ 6.50000	
DDA07825	Bank- Fedwire Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07213	Direct Wire – per payment	$ -	$ 7.50000	$ 7.50000	
DDA07597	Incoming Fedwire Ctp	$ 6.50000	$ 6.50000	$ 6.50000	
DDA07803	Cancelled Outgoing Wire	$ 2.50000	$ 2.50000	$ 2.50000	
DDA07835	Batch Wires	$ 7.50000	$ 7.50000	$ 8.25000	Mod. 5 - Rate Revision for Opt. 2
DDA07838	Batch Wires Intl USD	$ 20.00000	$ 20.00000	$ 28.00000	Mod. 5 - Rate Revision for Opt. 2
DDA21052	Translation Monthly Maint	$ 150.00000	$ 150.00000	$ 150.00000	
DDA21055	Batch Wire Translation-Payment	$ 0.08000	$ 0.08000	$ 0.08000	
DDA21056	Batch Wire Transmission	$ 5.00000	$ 5.00000	$ 5.00000	

DDA Element ID	Service Description/Name	Rates - Base Period (First 2 Years 2021-2023)	Rates - Option 1 (3 Years 2023-2026)	Rates - Option 2 (5 Years 2026-2031)	
DDA07912	Drawdown Request Outbound	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07401	SP Fedwire Non-Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07405	SP Intl FX Non-Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07403	SP Intl USD Non-Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07406	SP Internal	$ 6.00000	$ 6.00000	$ 6.00000	
DDA07696	Wire Monthly Maint Voice-Pin	$ 2.00000	$ 2.00000	$ 2.00000	
DDA07836	Batch Wire Monthly Maint	$ 105.00000	$ 105.00000	$ 105.00000	
DDA07311	Incoming Intl Wire	$ 10.00000	$ 10.00000	$ 10.00000	
DDA07586	Internal Wire Credit	$ 6.00000	$ 6.00000	$ 6.00000	
DDA07548	Internal Wire Debit	$ 6.00000	$ 6.00000	$ 6.00000	
DDA07832	Voice Fedwire Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07833	Voice Fedwire Non-Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07120	Voice Intl USD Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07312	Voice Intl USD Non-Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07824	Bank- Fedwire Non-Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07822	Bank- Intl USD Non-Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07823	Bank - Intl USD Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07801	Wire Transfer Special Handling	$ 10.00000	$ 10.00000	$ 10.00000	
DDA07804	Returned Incoming Wire	$ 10.00000	$ 10.00000	$ 10.00000	
DDA07805	Returned Outgoing Wire	$ 10.00000	$ 10.00000	$ 10.00000	
DDA07837	Batch Wires Intl FX	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07911	Drawdown Request Inbound	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07400	SP Fedwire Repetitive	$ 7.50000	$ 7.50000	$ 7.50000	
DDA07404	SP Intl FX Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07402	SP Intl USD Repetitive	$ 20.00000	$ 20.00000	$ 20.00000	
DDA07407	SP Drawdown	$ 7.50000	$ 7.50000	$ 7.50000	
DDA29514	SP Wire Beneficiary Email	$ 0.10000	$ 0.10000	$ 0.10000	
DDA07115	International FX OUR Region 5	N/A	N/A	Variable Rate - Pass Through	Mod. 5 - New Added Service *Variable Rate based on fees, commissions, or charges associated with exchange settlement of foreign wire transfers and is charged as a pass through.
	Controlled Disbursements				
DDA13630	Controlled Disb - Fixed	$ 75.00000	$ 75.00000	$ 75.00000	
DDA13631	Controlled Disb - per Item	$ 0.09000	$ 0.09000	$ 0.09000	
	Zero Balance Accounts				
DDA11658	ZBA Lead	$ 15.00000	$ 15.00000	$ 15.00000	
DDA11656	ZBA Subsidiary	$ 10.00000	$ 10.00000	$ 10.00000	
	Image Services				
DDA14043	SP Cks Pd per item Stored	$ 0.03500	$ 0.03500	$ 0.03500	
DDA14013	Image Archive Monthly Maint	$ 25.00000	$ 25.00000	$ 25.00000	
DDA14010	Image Archive per Check Image	$ 0.06000	$ 0.06000	$ 0.06000	
DDA14011	Image Archive - per CD-ROM	$ 5.00000	$ 5.00000	$ 5.00000	
DDA14038	Image Archive per Ck/Dep Image	$ 0.06000	$ 0.06000	$ 0.06000	
DDA14042	Image Access Imgs Retrieved	$ -	$ -	$ -	
DDA14045	SP Short Term Imgs Retrieved	$ 0.25000	$ 0.25000	$ 0.25000	
DDA14044	Dep Itms Img per Item Stored	$ 0.03500	$ 0.03500	$ 0.03500	
DDA14014	Duplicate CD-ROM	$ 5.00000	$ 5.00000	$ 5.00000	
DDA14027	Image Check Return-per Item	$ 0.25000	$ 0.25000	$ 0.25000	
DDA14047	SP Image File - Per Item	$ 0.03500	$ 0.03500	$ 0.03500	
DDA14051	SP Image File - Per Transmission	$ 5.00000	$ 5.00000	$ 5.00000	
	Lockbox Services				
DDA67701	WLBX Monthly Maint-Seattle	$ 95.00000	$ 95.00000	$ 95.00000	
DDA67717	WLBX Deposit-Seattle	$ 0.75000	$ 0.75000	$ 0.75000	
DDA67702	WLBX per Item-Seattle	$ 0.28000	$ 0.28000	$ 0.28000	
DDA67735	WLBX Corr-Only Item-Seattle	$ 0.25000	$ 0.25000	$ 0.25000	
DDA67725	WLBX Unproc/Reject Item-Seattl	$ 0.25000	$ 0.25000	$ 0.25000	
DDA67769	WLBX Data Keystroke-Seattle	$ 0.01000	$ 0.01000	$ 0.01000	
DDA67711	WLBX Image Check/Coupon-Seattl	$ 0.05000	$ 0.05000	$ 0.05000	
DDA67712	WLBX Image Document-Seattle	$ 0.15000	$ 0.15000	$ 0.15000	
DDA67766	WLBX MICR Capture-Seattle	$ 0.03000	$ 0.03000	$ 0.03000	
DDA67704	WLBX OCR Item-Seattle	$ 0.25000	$ 0.25000	$ 0.25000	
DDA67710	WLBX Split Dep per Acct-Seattl	$ 10.00000	$ 10.00000	$ 10.00000	
DDA67714	WLBX Split Deposit Itm-Seattle	$ 0.05000	$ 0.05000	$ 0.05000	
DDA67730	WLBX Sort-Seattle	$ 0.12000	$ 0.12000	$ 0.12000	
DDA67731	WLBX Batch-Seattle	$ 0.12000	$ 0.12000	$ 0.12000	
DDA67732	WLBX Photocopy-Seattle	$ 0.13000	$ 0.13000	$ 0.13000	
DDA67734	WLBX Stapling-Seattle	$ 0.10000	$ 0.10000	$ 0.10000	
DDA67738	WLBX Env Spec Hand-Seattle	$ 0.20000	$ 0.20000	$ 0.20000	
DDA67739	WLBX Env Return-Seattle	$ 0.10000	$ 0.10000	$ 0.10000	
DDA67720	WLBX Payees 0 to 10-Seattle	-	$ -	$ -	
DDA67721	WLBX Payees 11 to 20-Seattle	$ 25.00000	$ 0.08000	$ 0.08000	
DDA67722	WLBX Payees 21 to 30-Seattle	-	$ 0.12000	$ 0.12000	
DDA67723	WLBX Accept All Payees-Sea	$ 150.00000	$ 150.00000	$ 150.00000	
DDA67703	WLBX Cash Processing-Seatt	$ 9.00000	$ 9.00000	$ 9.00000	
DDA67705	WLBX Multi Payment-Seattle	$ 0.15000	$ 0.15000	$ 0.15000	
DDA67709	WLBX Foreign Check-Seattle	$ 7.50000	$ 7.50000	$ 7.50000	
DDA67752	WLBX Transmission-Seattle	$ 220.00000	$ 220.00000	$ 220.00000	
DDA67753	WLBX Image Report-Seattle	$ 105.00000	$ 105.00000	$ 105.00000	
DDA67711	WLBX Image Check/Coupon-Seattl	$ 0.05000	$ 0.05000	$ 0.05000	
DDA67775	WLBX Image Monthly-Seattle	$ 105.00000	$ 105.00000	$ 105.00000	
DDA67779	WLBX 7-10 Yr Arch Itm-Seattle	$ -	$ -	$ -	
DDA67751	WLBX Package Prep-Seattle	$ 25.00000	$ 25.00000	$ 25.00000	
DDA67794	WLBX Web Decisioning Maint-Sea	$ 75.00000	$ 75.00000	$ 75.00000	
DDA67795	WLBX Web Decisioning Item-Sea	$ 0.30000	$ 0.30000	$ 0.30000	
DDA67786	WLBX Rental Non-Standard	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate based on USPS commercial rate and charged as a pass through.

DDA Element ID	Service Description/Name	Rates - Base Period (First 2 Years 2021-2023)	Rates - Option 1 (3 Years 2023-2026)	Rates - Option 2 (5 Years 2026-2031)	
DDA67713	Wlbx Split Dep Maint - Seattle	$ 75.00000	$ 75.00000	$ 75.00000	
DDA67761	Wlbx Manual Mail - Seattle	$ 5.00000	$ 5.00000	$ 5.00000	
DDA01705	Lockbox Deposited Item	$ 0.05500	$ 0.05500	$ 0.05500	
DDA67779	WLBX 2 Yr Archive Itm-Seattle	$ 0.01000	$ 0.01000	$ 0.01000	
	ACH Services				
DDA22093	ACH Monthly Maintenance	$ 25.00000	$ 25.00000	$ 25.00000	
DDA22063	ACH Originated Addenda Item	$ 0.02000	$ 0.02000	$ 0.02000	
DDA22959	ACH Process Run	$ 5.00000	$ 5.00000	$ 5.00000	
DDA22075	ACH Orig Transit Item	$ 0.10000	$ 0.10000	$ 0.17000	Mod. 5 - Rate Revision for Opt. 2
DDA22961	ACH Originated On-US Item	$ 0.10000	$ 0.10000	$ 0.17000	Mod. 5 - Rate Revision for Opt. 2
DDA22987	INTL ACH	N/A	N/A	$ 3.75000	Mod. 5 - New Added Service
DDA22040	INTL ACH Item	N/A	N/A	$ 3.75000	Mod. 5 - New Added Service
DDA22041	INTL ACH Process Run	N/A	N/A	$ 5.50000	Mod. 5 - New Added Service
DDA22042	INTL ACH Return	N/A	N/A	$ 7.00000	Mod. 5 - New Added Service
DDA22423	ACH Received Item	$ 0.10000	$ 0.10000	$ 0.10000	
DDA22520	ACH Block Mthly Maint-per Acct	$ 8.00000	$ 8.00000	$ 8.00000	
DDA22070	ACH Return-per Item	$ 2.50000	$ 2.50000	$ 2.50000	
DDA22414	ACH Notification of Change	$ 2.50000	$ 2.50000	$ 2.50000	
DDA22071	ACH Item Adjustment Request	$ 10.00000	$ 10.00000	$ 10.00000	
DDA22072	ACH Letter of Indemnity	$ 35.00000	$ 35.00000	$ 35.00000	
DDA21184	ACH Remittance Monthly Maint	$ 35.00000	$ 35.00000	$ 35.00000	
DDA22632	ACH File Confirmation Email	$ 0.50000	$ 0.50000	$ 0.55000	Mod. 5 - Rate Revision for Opt. 2
DDA22422	Intl ACH Received Item	$ 0.50000	$ 0.50000	$ 0.50000	
DDA22000	Same Day ACH Orig Transit Item	$ 0.50000	$ 0.50000	$ 0.50000	
DDA22927	ACH Redeposited Item	$ 2.25000	$ 2.25000	$ 2.25000	
DDA22972	ACH Received Addenda Item	$ 0.02000	$ 0.02000	$ 0.02000	
DDA22415	ACH Outgoing Transmission	$ 5.00000	$ 5.00000	$ 5.00000	
DDA22991	ACH Filter Mthly Maint	$ 10.00000	$ 10.00000	$ 10.00000	
DDA22522	ACH Filter Change	$ 5.00000	$ 5.00000	$ 5.00000	
DDA22060	Unauth ACH Return - per Item	$ 7.00000	$ 7.00000	$ 7.00000	
DDA22530	Business ECheck Block Item	$ -	$ -	$ -	
DDA22532	Business ECheck Block Mo Maint	$ 6.00000	$ 6.00000	$ -	
DDA22064	ACH Batch Adjustment Request	$ 10.00000	$ 10.00000	$ 10.00000	
DDA22067	ACH File Adjustment Request	$ 10.00000	$ 10.00000	$ 10.00000	
DDA22029	SDA Special Processing	$ 150.00000	$ 150.00000	$ 150.00000	
DDA22030	SDA Status Report	$ -	$ -	$ -	
DDA22203	SP ACH On-US Item	$ 0.10000	$ 0.10000	$ 0.10000	
DDA22204	SP ACH Transit Item	$ 0.10000	$ 0.10000	$ 0.10000	
DDA22001	SinglePoint SDA Transit Item	$ 0.50000	$ 0.50000	$ 0.50000	
DDA22206	SP ACH Process Run	$ 5.00000	$ 5.00000	$ 5.00000	
DDA22514	ACH Return/NOC Faxed	$ 8.00000	$ 8.00000	$ 8.00000	
DDA22350	UPIC Monthly Maintenance	$ 10.00000	$ 10.00000	$ 10.00000	
DDA22207	SP ACH Rtn Item	$ 2.50000	$ 2.50000	$ 2.50000	
DDA22209	SP Unauth ACH Ret - per Item	$ 7.00000	$ 7.00000	$ 7.00000	
DDA22208	SP ACH NOC Item	$ 2.50000	$ 2.50000	$ 2.50000	
DDA21037	ACH Originated-per Addenda	$ 0.02000	$ 0.02000	$ 0.02000	
DDA22516	ACH Return/NOC Transmit Items	$ 1.00000	$ 1.00000	$ 1.00000	
	Branch Coin/Currency Services				
DDA23603	Cash Deposited-per $100	$ 0.08000	$ 0.08000	$ 0.08000	
DDA23428	Branch Deposit Processing Fee	$ 1.25000	$ 1.25000	$ 1.25000	
DDA23422	Night Dep Processing-per Dep	$ 1.25000	$ 1.25000	$ 1.25000	
DDA23533	Coin Deposited-per Roll	$ 0.15000	$ 0.15000	$ 0.15000	
DDA23632	Loose Mixed Coin Dep-per Bag	$ 5.00000	$ 5.00000	$ 5.00000	
DDA23427	Cash Deposit Adjustment Fee	$ 5.00000	$ 5.00000	$ 5.00000	
DDA23519	Currency Ordered-per Strap	$ 0.50000	$ 0.50000	$ 0.50000	
DDA23532	Coin Rolls Ordered-per Roll	$ 0.10000	$ 0.10000	$ 0.10000	
DDA23522	Coin Rolls Ordered-per Box	$ 5.00000	$ 5.00000	$ 5.00000	
DDA23602	Standard Chng Order-per Order	$ 5.00000	$ 5.00000	$ 5.00000	
DDA32014	Non Customer On US Ck Cashing	$ 5.00000	$ 5.00000	$ 5.00000	
DDA23500	Loose Currency Ordered/$100	$ 0.15000	$ 0.15000	$ 0.15000	
DDA28189	Armored Car Service	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate for Armored Car Services and is charged as a pass through.
	CVS Coin/Currency Services				
DDA62000	DTS Maintenance - Deposit	$ 13.00000	$ 13.00000	$ 13.00000	
DDA62003	DTS Maintenance - Change Order	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65001	Cash Dep-per $100	$ 0.07000	$ 0.07000	$ 0.07000	
DDA65006	Cash Vault Deposit	$ 1.00000	$ 1.00000	$ 1.00000	
DDA65012	Loose Coin Deposit	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65018	Cash Dep Adjustment	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65029	Individual Coin Roll	$ 0.10000	$ 0.10000	$ 0.10000	
DDA65030	Box Coin Ordered	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65031	Curr Order per Strap	$ 0.50000	$ 0.50000	$ 0.50000	
DDA65032	Std Cash Orders	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65033	Non Std Cash Orders	$ 6.00000	$ 6.00000	$ 6.00000	
DDA65034	Late Cash Order	$ 20.00000	$ 20.00000	$ 20.00000	
DDA23426	Small Dep Bags/Box	$ 5.00000	$ 5.00000	$ 5.00000	
DDA65060	Mailed Receipts	$ 2.00000	$ 2.00000	$ 2.00000	
	Electronic Deposit Services				
DDA04100	EDM Monthly Maint - per Acct First	$ 50.00000	$ 50.00000	$ 50.00000	
DDA04100	EDM Monthly Maint - per Acct Next	$ 15.00000	$ 15.00000	$ 15.00000	
DDA04113	Web Monthly Maint - per Wrkstn	$ 20.00000	$ 20.00000	$ 20.00000	
DDA04119	Image CD - per CD	$ 35.00000	$ 35.00000	$ 35.00000	
DDA04121	Virtual CD FTP Transmission	$ 25.00000	$ 25.00000	$ 25.00000	
DDA04227	Deposit Credit	$ 1.25000	$ 1.25000	$ 1.25000	
DDA04247	Image Check Item - On-Us	$ 0.07000	$ 0.07000	$ 0.07000	
DDA04248	Image Check Item - Transit	$ 0.07000	$ 0.07000	$ 0.07000	

DDA Element ID	Service Description/Name	Rates - Base Period (First 2 Years 2021-2023)	Rates - Option 1 (3 Years 2023-2026)	Rates - Option 2 (5 Years 2026-2031)	
DDA04143	Remittance Item	$ 0.07000	$ 0.07000	$ 0.07000	
DDA04271	Image Document - per Item	$ 0.07000	$ 0.07000	$ 0.07000	
DDA04118	Image Retrieval - per Item	$ 0.25000	$ 0.25000	$ 0.25000	
DDA04237	Image Quality Car/Lar & OCR	$ -	$ -	$ -	
DDA04250	Epson CaptureOne x30 Scanner	$ 650.00000	$ 650.00000	$ 650.00000	
DDA04130	Mobile Monthly Maint - per Device	N/A	N/A	$ 10.00000	Mod. 5 - New Added Service
DDA04131	Mobile Image Check - per Item	N/A	N/A	$ 0.50000	Mod. 5 - New Added Service
DDA04133	Mobile Remittance - per Item	N/A	N/A	$ 0.15000	Mod. 5 - New Added Service
	International Banking				
DDA34120	Foreign Check Deposited to FCA	$ 4.00000	$ 4.00000	$ 4.00000	
DDA34515	Un-Encode CAD/USD Item	$ 4.00000	$ 4.00000	$ 4.00000	
DDA15871 Various - Currency	Foreign Exchange Settlement - ACH Foreign Exchange Intl Wire Settlement Non USD	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate based on fees, commissions, or charges associated with exchange settlement of foreign wire transfers and is charged as a pass through.
	Check Payables				
DDA21063	Spt Check Payables Monthly Maint	$ 35.00000	$ 35.00000	$ 35.00000	
DDA21064	Spt Check Payables - Per Check	$ 0.55000	$ 0.55000	$ 0.55000	
DDA21508	Check Payables Envelopes	$ 0.02500	$ 0.02500	$ 0.02500	
DDA21077	Check Payables Postage	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate based on USPS commercial postage rates and dependent on output requirements and is charged as a pass through.
DDA21076	Check Payables - Check Add'l Page	$ 0.20000	$ 0.20000	$ 0.20000	
DDA21503	Check Payables - Additional Postage	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate based on USPS commercial postage rates for oversized envelopes and dependent on output requirements and is charged as a pass through.
DDA21060	My Easy View Monthly Maintenance	$ 20.00000	$ 20.00000	$ 20.00000	
DDA21061	My Easy View - per Item	$ 0.03000	$ 0.03000	$ 0.03000	
DDA21078	Check Payables Exp Mail	$ 4.50000	$ 4.50000	$ 4.50000	
DDA21065	Spt Check Payables Setup Fee	$ 500.00000	$ 500.00000	$ 500.00000	
	Account Validation				
DDA37000	AVS Status per Item	$ -	$ -	$ -	
DDA37001	AVS Ownership per Item	$ -	$ -	$ -	
DDA37008	AVS Basic per Item	$ 0.25000	$ 0.25000	$ 0.25000	
DDA37006	AVS Translated Tot Mo per Item	$ 0.25000	$ 0.25000	$ 0.25000	
DDA37004	AVS Detail Total Mo per Item	$ 0.25000	$ 0.25000	$ 0.25000	
	Faster Payments Services				
DDA36002	Disb via Zelle Standard Payment	$ 0.50000	$ 0.50000	$ 0.50000	
DDA36003	Disb via Zelle Instant Paymt	$ 1.00000	$ 1.00000	$ 1.00000	
DDA36005	Disb via Zelle - per Xmit	$ 5.00000	$ 5.00000	$ 5.00000	
DDA36050	RTP Origination	$ 0.50000	$ 0.50000	$ 0.50000	
DDA36051	RTP Remittance Advice	$ 0.35000	$ 0.35000	$ 0.35000	
DDA36052	RTP Request for Payment	$ 0.50000	$ 0.50000	$ 0.50000	
DDA36054	RTP Receipt	$ 0.70000	$ 0.70000	$ 0.70000	
DDA36056	RTP Monthly Maintenance	$ 25.00000	$ 25.00000	$ 25.00000	
	VantagePoint				
DDA31100	VP Monthly Maint - per Acct	$ 150.00000	$ 150.00000	$ 150.00000	
DDA31101	Data Normalization - per Item	$ 0.01000	$ 0.01000	$ 0.01000	
DDA31110	VP Data Trans - per Trans	$ 5.00000	$ 5.00000	$ 5.00000	
	Miscellaneous Charges				
DDA35702	Merchant Discount	Variable Rate - Pass Through	Variable Rate - Pass Through	Variable Rate - Pass Through	*Variable Rate for merchant fees/activities and is charged as a pass through.
DDA35706	Invoice Fee	$ -	$ -	$ -	
DDA35774	Audit Confirms	$ -	$ -	$ -	

Note 1: The Deposit Coverage Rate is a variable rate. The Deposit Coverage (aka, FDIC premium) rate is a variable rate pass through expense subject to change at any time throughout the duration of the agreement. The rate is based on coverage ratios, bank risk based factors, and market conditions, as such, rates vary based on FDIC's coverage ratios. The variable deposit coverage rate is charged per $1,000 of ledger balances.

Note 2: The Negative Collected Rate is a variable rate and cannot be fixed. The Negative Collected Rate is based on Prime+4% assessed on a daily basis using the actual number of days in the month and a 360-day year.

Note 3: Earnings Credit may be applied to monthly invoices/analysis statements and is a Bank managed variable rate that is subject to change at any time throughout the duration of the agreement and at the Bank's discretion.

Note 4: This rate schedule may be subject to mutual renegotiation (for impacted items) should total annualized volumes, type or quality of work, or regulatory requirements significantly change. Significant changes to service needs/volumes may be considered a change and the associated SOW may need to be revised accordingly. As such, impacted items/services may be subject to renegotiation and change via a formal modification.

Note 5: Rates identified in this schedule will remain constant and fixed for the Base Period and Option 1 (if exercised) of this agreement.

Note 6: Rates identified in this schedule for Option 2 (the final five-year term) are subject to review and negotiation. Prior to exercising Option 2 for the final five-year term, the parties will review and mutually agree upon final pricing. Should Option 2 be exercised via formal modification, per-item costs agreed upon as a result of such modification will be held fixed for the final five-year term.

Note 7: Any services that are required but are not specifically identified/included in this schedule shall be proposed by the Financial Institution and approved by both the Contractor and DOE's Contracting Officer and incorporated into the Agreement prior to services being charged or collected.

Note 8: Service Description/Names in the monthly account analysis statement may differ some from the name specified in this schedule; however, despite variations in service description/names the DDA Element ID is constant and specific to the service and will be used to validate services and charges on the monthly analysis statement rather than service description/name.

Master Services Agreement
(Governmental Entities)

Customer Tax Identification Number: 31-4379427

I, Brian R. Smith, HEREBY CERTIFY that I am Certifying Officer / Treasurer of Battelle Memorial Institute ("Customer"). I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

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

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

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

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

TREASURY MANAGEMENT SERVICES:

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

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

MONEY CENTER AND SAFEKEEPING SERVICES:

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

FOREIGN EXCHANGE:

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

FOREIGN CURRENCY ACCOUNTS:

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

OTHER SERVICES:

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

GENERAL:

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

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

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Customer agrees that, except for Bank's gross negligence or willful misconduct, Bank shall have no liability to Customer which results from or grows out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

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

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

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

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

Contract Signer Signature:		Contract Signer Signature:	
Print Name:	Brian R. Smith	Print Name:	
Print Title:	VP Finance and Corporate Treasurer	Print Title:	
Contract Signer Signature:		Contract Signer Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	
Contract Signer Signature:		Contract Signer Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	
Contract Signer Signature:		Contract Signer Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	

For Internal Use Only:

Review_____ Validation Method _____ TL Review_____ Imaged_____

Appendix A

Account Signers

Customer Information

Customer Name: Battelle Memorial Institute

Tax Identification Number: 31-4379427

Account Information

Account Name	Account Number	Tax Identification Number
Battelle Memorial Institute		31-4379427

Authorized Account Signers

Name	Title	Specimen Signature

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: _____ Print Title: VP Finance and Corporate Treasurer

Print Name: Brian R. Smith Date: _____

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: _____

Review_____ Validation Method_____ TL Review_____ Imaged_____

U.S. Bank Services

Terms and Conditions

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

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

U.S. Bank National Association

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I. INTRODUCTION

1. Definitions.

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

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

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

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

e. "Service" or "Services" means one or more global treasury management, foreign exchange, or money center and safekeeping services offered by Bank.

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

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

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

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

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

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

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

3. Change of Terms. Bank may change the terms of this Agreement by mutual written agreement of the parties, such agreement to be incorporated into the SFIAA banking agreement between the parties. Any other variations to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation, government policy, or relevant clearing or central bank agreements or settlement systems to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, policy, agreement or systems, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third-Party Beneficiaries/Third-Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement.

5. Images. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document. Bank may store the electronic image of such Agreement and/or Implementation Document in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

6. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) each party warrants to the other that it will comply with FATCA. Customer is responsible for providing Bank with all necessary documentation to establish that payments to Customer are exempt from FATCA withholding.

7. Disclaimer of Warranties. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) the Services received are for business use only and are not primarily for personal, family or household use. In addition, Customer represents and warrants to Bank that this Agreement will not violate: (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Customer; or (ii) the provisions of any agreement to which Customer is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed to by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or leased on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Fees for Services used by Customer may be invoiced in full to Customer or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without upon demand advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank within agreed upon terms (net 30).

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this Section.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing initial system administrator(s), and signing additional documentation that may be necessary to implement Services and giving instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) or Customer's designated system administrator(s) shall appoint Agents to access or use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents and signature cards, providing corporate resolutions and other documents, and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Bank and Customer shall agree to one or more security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures, and that such security procedures are commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure and via a payment channel used by Customer under its agreements with Bank. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of information controlled by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security

procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating authorized access to Services. Access to Services may be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, biometric authentication, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company, individual or automation given access to one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes, whether such dis closure or use arises out of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees Bank shall not be liable for any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank. Notwithstanding the foregoing, any instruction to change or add services must be in writing in accordance with the SFIAA.

e. Fraud prevention measures. Bank offers certain products, Services and security procedures, such as Positive Pay, account blocks or filters, and multi-factor authentication, that are designed to detect or deter fraud. Failure to use such products, Services or security procedures could substantially increase the likelihood of fraud. If Customer fails to implement any of these products, Services or security procedures, or if Customer fails to follow these or other precautions reasonable for its particular circumstances, Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care: (i) it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, security procedure or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured email, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are inherently insecure communication methods due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, Customer acknowledges that payments to certain Bank-approved vendors cannot be blocked and that certain ACH transactions such as returns, settlements or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time after being requested to do so by Bank. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day, after established cutoff deadlines, or during a maintenance window may be treated by Bank as received on the next Business Day or may not be processed at all. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance. Customer should perform periodic checks to verify all transactions have been properly processed, particularly for those done outside of normal business hours.

16. Customer-Initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, and may, in its sole discretion, delay, suspend or reject any transaction or instruction that:

a. Bank has reason to believe may not be authorized by Customer;

b. involves funds subject to a hold, dispute or legal process preventing their withdrawal;

c. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or

d. Bank has reasonable cause not to honor, for the protection of either Bank

or Customer.

Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with all agreements between the parties. If Customer's account(s) is caused to be overdrawn, Customer will pay such overdraft by including such overdraft amount in the next business day's drawn down funding. If for any reason, Bank is not able to draw funds from Customer's Letter of Credit, Customer remains obligated to compensate Bank for the overdraft amount. If an overdraft fee is charged it can and will be refunded if the overdraft is determined to result from a bank error.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer lists entities in an appendix to the Master Services Agreement or in any other document, or otherwise requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records, or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password-protected website or database. Customer acknowledges that any Account Communication provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses such Account Communication. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Monitoring and Recording Communications. Customer acknowledges and agrees that Bank, or anyone acting on Bank's behalf, may monitor and/or record any communication between Customer, or its Agent, and Bank, or anyone acting on Bank's behalf, for quality control and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank or Customer will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to Bank pursuant to any Service, and whether such losses or damages arise from tort, contract, loss of investment opportunity, lost or reduced profits, or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank or Customer shall not be liable for any damage, cost, loss, liability or delay caused by a force majeure event, including but not limited to, accident, strike, labor dispute, fire, flood, war, riot, terrorist act, government restrictions, exchange or market rulings, market volatility, suspension of trading, equipment breakdown, electrical, telephone, Internet or mechanical failures, acts of nature, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law principles.

b. Jury Trial Waiver. To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

c. Jurisdiction and Venue. Customer and Bank consent to the jurisdiction of state and federal courts located in the State of Washington, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection with this Agreement in such courts.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without

limitation, fees, overdrafts or overpayment, Customer will be liable to Bank for the cost of such effort.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this Section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs incurred due to such adverse claim.

24. Necessary Third-Party Service Providers.

a. Third-Party Networks. Some Services are provided by Bank through access to a third-party network. Such Services are dependent upon the availability of the third-party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third-party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third-party network.

b. Third-Party Vendors. Customer agrees that Bank may, at its sole discretion and at any time without notice to Customer, engage third-party vendors to provide a Service, or portions thereof, to Customer, or to support Bank in its provision of a Service to Customer. Customer acknowledges that Bank's third-party vendors may perform certain functions offshore. Some Services and/or computer equipment and software are provided to Customer by a third-party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third-party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts or omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third-party vendors. Customer authorizes Bank to disclose to any third-party vendor of Customer or Bank information concerning Customer to the extent required to deliver the requested Service.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices, including but not limited to, Account Communications sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's website, delivery via facsimile to a number on file, or delivery to an electronic mail address on file or used by an Authorized Signer or Authorized User.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions will not affect Bank's right to enforce any of its rights with respect to other Customers or to enforce any of its rights with respect to later transactions with Customer.

28. Assignment. In addition to Section 24 above, Bank may, upon written consent of Customer, assign or delegate its rights and duties under this Agreement. Such consent shall not be unreasonably withheld. If Customer assigns or transfers its rights or obligations hereunder, the assignee must execute an assignment and assumption of this Agreement and provide all documents and information reasonably requested by Bank..

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to coveroverdrafts; (e) Customer violates, or is in default under, the terms of this Agreement; (f) Customer fails to comply with security procedures or fails to provide information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

(i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;

(ii) the other agreements, laws and regulations described in Section I.2 of this Agreement; and

(iii) the applicable Terms of Use, as defined in Section III.2 below.

2. [Reserved.]

3. Security Procedures. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with such procedures. Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Customer is solely responsible for maintaining a secure work environment to protect against the use of Internet Services by unauthorized individuals or unauthorized automated access. Security procedures to be followed by Customer include, without limitation, informing Authorized Users that any passwords should not be shared, securing physical access to the terminals used for Internet Services when an Authorized User has logged in to an application or system and, if applicable, identifying secure methods for controlling authorized automated access to an application or system.

4. System Administrator. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, which may be made available through applications or systems offered by Bank, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, appointing Authorized Users, establishing authority levels, authorization requirements and payment limits, and distributing and resetting IDs, passwords and other internal security devices related to the Internet Services. Customer represents and warrants to Bank that any actions taken by the System Administrator in relation to the Internet Services including, without limitation, the appointment of Authorized Users and the access, automation and privileges granted to such Authorized Users, are duly authorized by Customer.

5. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and websites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees that, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

e. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Internet. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

6. Disclaimer of Warranties. BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEBSITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV, V and VI of this Agreement to the extent Customer is not using such Service(s).

A. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third-party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, facsimile, CD-ROM or secure email or other data transmission options supported by Bank. Section II.12 shall apply in the event Customer elects to receive facsimile reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, GlobalTrade or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of Service or System feature offered by Bank and selected by Customer, access to the transaction Services may include, but are not limited to, ACH, cash vault, check payables, wire transfer payments, book transfers, positive pay services, investments, loan services, trust services, letter of credit services, adjustments, returns and exceptions management, receivables management, transaction research and annotation, and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section IV.B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with Sections III.3 and III.4 of this Agreement.

5. Manuals. Bank will provide Customer with a manual in electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;

b. any failure by Customer to obtain a confirmation of an order or instruction; or

c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section IV.B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

B. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images through the check collection system by presenting or exchanging Check Images, or using Check Images to create a Substitute Check, or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through check collection in the manner previously described.

2. Definitions.

a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the NACHA Rules.

b. "Check Image" means an electronic image of the front and back of an original paper check (including a paper Demand Draft), or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.

c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.

e. "Demand Draft" or "Remotely Created Check" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.

f. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.

g. "Electronic Deposit Services" means an array of products and services that allow organizations that receive check payments and/or remittance payments to deposit all payments electronically at Bank, as further described in the applicable User Manual.

h. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.

i. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

j. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.

k. "Photo-In-Lieu" or "PIL" means a photocopy of the front of an original paper check created from a Check Image.

l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible

for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

a. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to the Electronic Deposit submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.

b. Only a paper item, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Unless permitted by applicable law, Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit Electronically Created Items (as defined in Federal Reserve's Regulation CC). Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images or an Electronic Deposit under the Electronic Deposit Services, and Customer must deposit these original paper items with Bank: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds (unless explicitly permitted as an Electronic Deposit in the applicable User Manual); (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time in the User Manual.

5. Capture of Checks and Check Information.

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and/or software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the Check Image. Customer shall be responsible for the repair of any MICR Data (if applicable) and for ensuring that any and all information on the front and back of a paper check is accurately captured and legible in the resulting Check Image, that the resulting Check Image contains an accurate record of all MICR Data required for a substitute check, and that the Check Image otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or which Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g., watermarks) contained in the original paper checks and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines outlined in the applicable User Manual when submitting Electronic Deposits (for example, requiring use of the external processing code for identifying Remotely Created Checks) and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank an accurate, complete and legible image of, or information from, the original paper check; (ii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iii) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. If Customer desires to make an Electronic Deposit outside of the contiguous United States, Customer shall seek Bank's prior approval. Bank may reject a deposit transaction or terminate the Electronic Deposit Services immediately if Customer fails to obtain Bank's prior approval. If Customer chooses to access Electronic Deposit Services from locations outside the contiguous United States, Customer is responsible for compliance with local laws. Customer agrees not to use the Electronic Deposit Services in any country that is subject to geographically-based restrictions imposed by OFAC.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication network latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation, a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, Check Image or Substitute Check collection in accordance with the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit or cash the original paper check nor re-deposit the Check Image at Bank or any other financial institution or other business.

d. A per item limit, dollar limit, or deposit limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank, subject to any holds placed on the account as permitted under this Agreement. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Customer for check collection. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check or a PIL from the Check Image and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check. Depending on the collection method, the Check Image or physical item is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Representment of Returns. If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by

creating, in Bank's sole discretion, a Substitute Check, or a PIL from the image of the original paper check.

10. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

11. Franking, Endorsement, Retention and Destruction of Original Paper Checks. Depending on the requirements outlined in the applicable User Manual, Bank may require, or strongly recommend, that Customer frank or mark the face of each original check after successfully capturing each Check Image to help ensure that an item is not deposited more than once either as a Check Image or physical check. Bank may require Customer to restrictively endorse each check prior to capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

12. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check, including without limitation, that no party will receive a presentment or otherwise be charged for a paper check, whether presented in paper or electronic form, which Customer has converted to a Check Image such that such party is asked to make payment of a check which has already been paid. In addition Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, Federal Reserve Regulation (including without limitation Regulation CC), bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, a depository bank in possession of the original paper check, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates a Check Image, Substitute Check, PIL or ACH Entry created from the Electronic Deposit.

1. Customer Responsibility. With respect to each Check Image, Electronic Deposit or other image that Customer transmits to Bank, except for Bank's gross negligence or willful misconduct, Customer agrees Bank shall not be liable for any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal)arising directly or indirectly:
(a) from Customer's breach of a representation or warranty as set forth in section 12 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation, the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, Substitute Check, PIL or ACH Entry; (d) for any loss caused by Bank's acceptance of a Check Image, or creation of a Substitute Check PIL or ACH Entry instead of presentment of the original paper check; (e) out of Customer's deposit of an Electronically Created Item; or (f) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This Section 12 shall survive termination of the Agreement.

13. Left Intentionally Blank.

14. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

15. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit Customer's security procedures and information technology processes and to mandate controls.

16. Mobile Remote Deposit Services ("Mobile Services"). Depending on the type of Electronic Deposit Service selected by Customer, Mobile Services is an optional add-on service that will allow Customer to make remote check deposits and obtain check deposit history made through the Mobile Services using a supported mobile device. If Customer selects Mobile Services, Customer will need to download and install a Mobile Service application on compatible and supported mobile phones, tablets or other devices (collectively, "Devices").

a. Description of Mobile Services. Mobile Services allow Customer to use a Device to take photographs of the front and back of the check and to transmit the Check Image to Bank in a secure data encrypted format using Customer's mobile service provider's cellular network or the Internet (collectively, "Network"). Certain Mobile Services may allow Customer to use a Device to enter remittance data and to take photographs of the front and back of remittance and general documents associated with the Check Image for reporting and research purposes.

b. Use of Mobile Services. Customer agrees to use Mobile Services in accordance with this Agreement, other user requirements provided in the User Manual and the downloaded mobile application. Bank reserves the right to modify the scope of Mobile Services at any time or change or upgrade Mobile Services from time to time, including the right to cease offering the Service on a previously supported Device. Bank also reserves the right to refuse any Electronic Deposit requested through the Service because a Check Image fails image quality standards, is detected as a duplicate item, or for any other reason in Bank's sole discretion. Customer understands and agrees that Mobile Services may not be accessible at all times due to Network connectivity or may have limited utility over some Networks, such as while roaming. Customer acknowledges and agrees that Bank may use geolocation technology to track that Mobile Services activity occurs within the contiguous United States.

c. Software. Customer agrees not to use Mobile Services or the content or information delivered through Mobile Services in any way that would infringe upon any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Services software. In the event Mobile Services is terminated or Customer's software license is revoked for any reason, Customer agrees to promptly delete the Mobile Services application from its Devices.

d. Service Limitations.

i. Neither Bank nor Customer's mobile service providers can always foresee or anticipate technical or other difficulties related to Mobile Services, which may result in loss of data, personalization settings or other interruptions. Bank assumes no responsibility for the timeliness of any Mobile Services transmissions or communications, or the loss or failure to store any user data, communications or personalization settings in connection with a Device and Customer's use of Mobile Services.

ii. Bank shall not be responsible for the operation, security, functionality or availability of any Device or Network that Customer utilizes to access Mobile Services. Transmission of a Check Image shall not be deemed received unless the Device reports a successful acknowledgement of receipt of the transmission. Customer agrees to exercise caution when utilizing Mobile Services on Devices and to train its Authorized Users to exercise good judgment and discretion when accessing or transmitting information.

iii. Information about activity is synchronized between the Mobile Services software and Bank's Electronic Deposit System, however, deposit information available via the Mobile Services application may differ from the information that is available directly through the Electronic Deposit System. Information and features available directly through the Electronic Deposit System may not be available via the Mobile Services application and may be described using different terminology. The method of entering information via the

Mobile Services application may also differ from the method of entering instructions through the Electronic Deposit System. Customer agrees that Bank shall not be liable for any errors or delays in the content as a result of Customer's use of the Mobile Services software.

iv. Customer acknowledges that its mobile service carrier or provider may provide for fees, limitations and restrictions such as data usage charges or data throttling which may have an impact on Customer's use of or interaction with Mobile Services. Customer agrees to be solely responsible for all such fees, limitations and restrictions.

e. Security.

i. If Customer permits its employees or agents to use their own personal mobile devices to access Mobile Services, Customer assumes any and all risks associated with the use of personal mobile devices, including but not limited to, any risk that compromises the integrity of Customer's corporate network or sensitive business data. Customer is solely responsible for implementing policies that will help mitigate the risk of allowing employees to use personally-owned mobile devices, which may include but are not limited to, requiring that Devices are configured and managed with information assurance controls commensurate with the sensitivity of the underlying data and employing Mobile Device Management (MDM) software or other software that secures, monitors, manages and supports mobile devices deployed across operators, service providers and enterprises.

ii. Customer shall ensure that its employees or agents exercise appropriate precautions surrounding the use and safeguarding of the Devices at all times. Customer agrees not to leave Devices unattended when logged into Mobile Services and to log off immediately at the completion of each access. Customer agrees that either a username and password or biometric verification are the agreed-upon security procedures and that such security procedures are commercially reasonable. If these security procedures are used to access Mobile Services, Customer agrees that any transactions using Mobile Services are hereby authorized. If Customer permits other persons to use a Device, login information or any other means to access Mobile Services, Customer will be responsible for the resulting transactions, and Bank shall have no liability for any damages Customer may incur.

iii. Devices with internet capabilities are susceptible to viruses. Customer is responsible for ensuring that each Device is protected from and free form viruses, malicious software ("malware") and other harmful components which could result in damage to programs, files, or the Device, or could result in information being intercepted by a third party. Bank shall have no liability for any damages which may result from such viruses, malware or other harmful components.

C. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House ("ACH") transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by the then-current version of the NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules governing the Canadian, Mexican and European payments systems and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to confirm Customer's compliance with the Rules and this Section IV.D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV.D. Customer acknowledges that a copy of the NACHA Rules is available through NACHA at current NACHA prices. Bank shall have the right, in its sole discretion, to terminate or suspend ACH Services immediately if Bank is legally or contractually required to place a hold on funds or a portion of the funds in Customer's account(s). Bank may also, in its sole discretion, delay, suspend or reject an ACH file or Entry if the Bank has a reasonable basis to suspect the ACH file or Entry may be unauthorized or fraudulent. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all Entries (regardless of SEC Code) that involve the storage, exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that complies with regulatory guidelines. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline, Entries that contain an Effective Entry Date that is invalid or stale, or Entries that are ineligible for Same Day ACH, will be processed on the next Deadline, which may be the next Business Day. Entries with settlement dates of more than thirty
(30) calendar days from receipt will not be processed unless prior arrangements have been made. If Customer has opted-in for Same Day ACH, Customer acknowledges that any Entry using the current day's date as the Effective Entry Date that is submitted to the ACH Operator prior to the Deadline shall carry the Same Day ACH fee. If Customer has not opted-in for Same Day ACH and submits an Entry prior to the Deadline using the current day's date as the Effective Entry Date, Customer acknowledges that such Entry shall be processed on the next Business Day.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which

is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Entry Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Entry limits established by the Rules. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right in its sole discretion to reject any or all Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date, even if Bank may have previously accepted Entries for processing with insufficient available funds in the Account. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

5. Prenotification. To the extent permitted by the Rules, Customer may elect to send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry or issue a Refused NOC. Bank offers an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing numbers, account numbers and transaction codes.

6. Notification of Change ("NOC"). A NOC is created by the Receiving Depository Financial Institution ("RDFI") to notify Customer (via Bank) that previously valid information contained in a posted Entry is outdated, or information contained in a prenotification or live transaction is erroneous or improperly formatted and should be corrected. Bank offers NOC Manager, which is a Service that allows Bank to track Customer's NOC on Customer's behalf. NOC Manager only manages the changes to routing numbers, account numbers and transaction codes. Bank, in its sole discretion, may require that Customer enroll in NOC Manager as part of ACH Services provided to Customer.

7. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third-party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches. If applicable to Customer, Customer agrees to render electronically stored account numbers used in the initiation of Entries unreadable in accordance with the requirements and effective dates specified by NACHA.

8. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund some or all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for two Business Days, or such other period as determined by Bank, after the settlement date.

9. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures and any security procedures established by Bank. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system or input Control Totals through SinglePoint each time it originates Entries. After Bank receives Customer's ACH file, Bank will compare the information in the ACH file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will notify Customer if the Control Totals do not match the information in the ACH file, or if Bank receives an ACH file without receiving Control Totals or vice versa. Bank will not process an ACH file unless it receives conforming Control Totals before established Deadlines.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation report or file, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation report or file, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

10. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI.

11. ACH Redeposit Service. If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

12. Amendment of Entries. Customer does not have the right to delete, reverse or amend any Entry (each, an "Adjustment Request") after it has been received by Bank. If Customer sends Bank an Adjustment Request via internet, secure email, or fax in accordance with the terms of this Agreement, Bank will make reasonable efforts to act on the Adjustment Request. All Adjustment Requests must be received by Bank prior to the established deadlines, and even if the Adjustment Request is made in a timely manner, Customer acknowledges that an Adjustment Request may prove unsuccessful (for example, if it is returned by the RDFI for non-sufficient funds).

a. Internet Option. If Customer has selected the Internet Option, Customer may use SinglePoint® to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Secure Email Option. If Customer has selected the Secure Email

Option, Customer may send an Adjustment Request to a designated shared mailbox at Bank.

c. Fax Option. If Customer has selected the Fax Option, Customer may transmit an Adjustment Request to Bank via facsimile to a designated facsimile number. Customer acknowledges that the Internet and Secure Email Options are substantially more secure than the Fax Option. Customer agrees to be bound by any instructions submitted via the Fax Option, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

13. Customer Representations. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and the Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and the Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and the Rules to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request.

14. Re-presented Check Entries. NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representment policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

15. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry. As of the effective date specified by NACHA, a commercially reasonable fraudulenttransaction detection system must include, at a minimum, validation of the account number to be debited for each Web Debit Entry. This validation must be completed for the first use of such account number as well as each time there is a change in such account number.

b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.

c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.

d. Customer has established a commercially reasonable secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. If regulatory requirements or technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.

e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential except as required to be disclosed by applicable law, rule or regulation. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

16. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

(i) the date on or after which the Receiver's account will be debited;

(ii) the amount of the Debit Entry to the Receiver's account;

(iii) the Receiver's name;

(iv) the account to be debited;

(v) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;

(vi) the date of the Receiver's oral authorization;

(vii) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account;

(viii) for recurring TEL entries, the amount of recurring transactions; and

(ix) for recurring TEL entries, the timing (including the start date), number, and/or frequency of the electronic fund transfers.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained in this Agreement and the Rules, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has (a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address

and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the RDFI's ABA routing and transit number.

17. Accounts Receivable and Back Office Conversion Entries. NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.

b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if Receiver presents the check in-person.

c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.

d. Customer shall use a reading device to capture the Receiver's routing number, account number, and check serial number from the source document (unless Bank has agreed to do so on Customer's behalf for retail lockbox services).

e. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.

f. The source document to which the ARC or BOC Entry relates will not be presented for payment.

g. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

h. Customer shall use commercially reasonable methods to securely store all banking information relating to the ARC or BOC Entry.

i. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.

j. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

k. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

18. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.

b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion

c. Customer has used a reading device to capture the Receiver's routing number, account number, and check serial number from the source document.

d. Customer has provided a receipt to Receiver containing the Originator name, telephone number, date of transaction, transaction amount, check serial number of the source document, merchant number, terminal city and state; and Customer has not included the Receiver's complete account number or complete identification number on such receipt.

e. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

f. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

19. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network.

a. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer acknowledges that an IAT Entry is ineligible for Same Day ACH. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

- **(i)** Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.
- **(ii)** The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.
- **(iii)** In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-U.S. dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- **(i)** Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- **(ii)** Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- **(iii)** Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

20. Third-Party Vendors. If Customer initiates Entries through a third-party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor.

21. Third-Party Sender. If Customer is transmitting Entries as a third- party vendor or processor on behalf of originators ("Third-Party Sender"), Customer agrees to be bound by the applicable terms provided in this Agreement and the Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement

with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Business Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within two (2) Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

22. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize RDFIs to honor such transactions.

23. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("ACH Positive Pay Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the ACH Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming Entries that match Customer's authorizations to post to Customer's ACH Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from the return of any exception item to the Originator in accordance with this Section or Customer's failure to meet Bank's established deadlines, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item and shall not obligate Bank to return any item if it is otherwise authorized.

D. WIRE TRANSFER SERVICES

1. Introduction.

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.24.A). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this Section.

2. Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing wire transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline, during a maintenance window, or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be rejected. Payment orders received during a maintenance window, including the end-of-day maintenance window, will not receive a notice of rejection.

3. Payment Orders.

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, if Bank has a reasonable basis to suspect the payment order may be unauthorized or fraudulent, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where

the Customer pre-programs the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire; Direct Wire Interface.

(i) Service Specifications. If requested by Customer and agreed to by Bank, the Batch Wire service and Direct Wire Interface service allows Customer to initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. In addition, the Direct Wire Interface service allows Customer to receive reports of incoming wire activity. Customer will comply with the relevant interface specifications established by Bank for these services, including, without limitation, file formats, means of data transmission, or establishing a secure connection (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software, Confidentiality. Customer or its Agent shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate payment orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9 of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through SinglePoint®, Batch Wire, or Direct Wire Interface (collectively, the "Customer Initiation Methods"). Customer represents and warrants that the confirmation of payment orders initiated through any of the Customer Initiation Methods shall be verified, initiated and confirmed by Customer prior to receipt by Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Customer Initiation Method.

5. Advices.

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

c. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing U.S. dollar payment orders may be converted by the correspondent bank or beneficiary bank to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain. Though in some cases Bank may receive compensation from the correspondent bank in accordance with such conversion, the conversion is executed by the correspondent bank in accordance with the policies and procedures of such correspondent bank at an exchange rate set by that correspondent bank in its sole discretion and subject to any applicable regulations. Any fee, commission or charges assessed by Bank, the correspondent bank or the beneficiary bank may be passed on to the Customer or deducted from the wire transfer amount. Bank assumes no liability for delays, non-delivery, market risk or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation or rejection of a transfer involving non-U.S. dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or rejected payment order to Bank at the then-current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

(i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;

(ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and

(iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the requesting bank. Each transfer will be done on the Business Day Bank receives the incoming request from the requesting bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any authorized debit, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any authorized debit is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication or any other person, and no such person shall be deemed to be Bank's agent under this Agreement.

E. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks, which may include, but are not limited to, checks, wire transfers, ACH, virtual card, SWIFT, Real-Time Payments (RTP), Zelle, Visa or Mastercard, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third-party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Depending on the scope of the Data Translation Services solution offered by Bank, Customer may from time to time request that Bank initiate electronic payments using the ACH, card,

SWIFT and Zelle networks, The Clearing House system, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing and means of transmission.

b. Check Payment Requests. Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank requires that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Customer acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Customer acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W- 2s, 1099s or other payroll-related tax documents. In addition, Customer represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Control Totals are an elective option that allows Customer to confirm file totals of Payment Requests transmitted to Bank. If the Control Totals option is selected by Customer, Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

If the Control Totals option is not selected by Customer, upon Bank's receipt of Customer's electronic payments via a data file, Bank shall send an acknowledgement to Customer confirming receipt and acceptance of Customer's Payment Requests. If Customer identifies errors in the content or transmission of Customer's Payment Requests, or if Customer does not receive an acknowledgement from Bank, Customer agrees to notify Bank immediately. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests.

b. Payables File Manager. Payables File Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using SinglePoint® or other applications or systems as may be introduced by Bank, Customer may view the status of Data Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the Payables File Manager and to notify Bank immediately if any files sent by Customer were not received by Bank. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

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F. CASH VAULT SERVICES

1. Introduction. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States and certain foreign currencies accepted by Bank.

2. Foreign currency. Customer shall not deposit any foreign currency unless Customer has obtained Bank's prior approval. Bank reserves the right, in its sole discretion, to impose restrictions on, or discontinue acceptance of, foreign currency deposits. Section H.5 below does not apply to foreign currency processing. Foreign coin shall not be accepted for deposit by Bank under any circumstances.

3. Account. All deposits of coin, currency and checks will be credited to, and all withdrawals of coin, currency and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than coin, currency and checks as outlined in this Agreement and agrees to assume any and all risk of loss associated with tendering items not specified herein.

4. Deposits.

a. Customer shall supply and maintain tamper-evident disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions and addressed to the appropriate secured facility specified by Bank. Customer will prepare deposits as follows: (i) currency will be batched separately from checks with each currency and check batch accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's approved carrier to the secured facility specified by Bank; and (iv) to receive same-day credit, deposits must be made prior to the daily deadline established by Bank from time to time, and any deposits received by Bank after its deadline may be considered to have been received on the next Business Day. Foreign currency deposits do not qualify for same-day credit and are subject to Bank's prevailing exchange rates.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances" are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. For U.S. currency, if there is a coin and currency variance of more than USD 10 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's coin and currency deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a coin and currency variance of USD 10 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits and shall credit Customer's account based on Customer's declared balance. Upon request, Bank will provide Customer with any available information that may assist Customer in reconciliation of the difference.

d. Deposited items are deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

5. Withdrawals.

a. Bank may provide Customer with U.S. currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must

comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only approved carriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

(i) The preferred order for currency is in standard full strap (100 banknotes) quantities only.

(ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.

(iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.

(iv) Orders for coin and currency may be placed no later than the deadline established by Bank from time to time for delivery on the next Business Day. Depending on Customer's location, select cash vault sites may require a multiple-day lead time or more for coin and currency orders.

(v) Bank must be notified of any discrepancies pertaining to coin or currency orders within two Business Days of receipt by Customer of such coin or currency. Customer must return documentation to back-up outages such as plastic change order bag, currency strap, coin wrapper and/or box.

6. Processing. Bank will provide processing on all Business Days. Cash Vault Services using third-party applications with time-stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time-stamp data provided to Customer.

7. Carrier Service. Any carrier service utilized to deliver or obtain coin, currency or other property to or from Bank, including, without limitation, a common carrier, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the pickup and delivery days and times. Customer will bear the entire risk of loss of coins, currency, checks or other property of Customer when in the custody or control of Customer's carrier service.

8. Cash Shipping Solution. If this Service is selected by Customer and agreed to by Bank, Bank may rent a caller box at the United States Postal Service (USPS) post office and engage an armored carrier, on Customer's behalf, to retrieve Customer's deposits from the caller box for delivery to Bank and to deliver Customer's coin and currency orders to the post office. Customer agrees to implement and properly use any and all security procedures prescribed or recommended by USPS and Bank and agrees Bank shall not be liable for any claims or losses arising from Customer's failure to implement and properly use any such prescribed or recommended security procedures. Customer will bear the entire risk of loss of coins, currency, checks or other property of Customer until received at, or upon pick up from, Bank's cash vault.

9. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

10. Regulatory Compliance. Upon request, Customer shall immediately provide Bank with any information and shall otherwise cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

11. Use of and Access to Cash Vault Services. Customer acknowledges and agrees that Cash Vault Services are to be used exclusively for its benefit and, absent prior written approval by Bank, Customer will not permit third parties, including non-Customers or other Agents of Customer (excluding approved carriers or agents making cash deposits into a Customer's account at Bank and agents ordering cash on behalf of a Customer), from accessing or otherwise using any Cash Vault Services offered by Bank.

G. U.S. BANK EASYTAX[SM] SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also use the EasyTax Service to make state and/or local municipality tax payments in jurisdictions that support such payments. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer agrees Bank shall have no liability to Customer which arises out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next Business Day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for deposits made within the period in which such other deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third-party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third-party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third-party vendor will be liable for special, incidental, indirect, punitive or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this Agreement.

7. Codes. Customer shall keep confidential the access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

H. PAPER-BASED DISBURSEMENT SERVICES

a. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Customer agrees to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Should Customer decline to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s), Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that Bank's Positive Pay Service was designed to detect or deter. Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Disbursement Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Disbursement Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Disbursement Items presented for payment against the Disbursement Account in the event that:

(i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;

(ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

(iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Disbursement Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Disbursement Items drawn on the Disbursement Account in accordance with Bank's procedures.

b. Warrant Services.

a. Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which warrants shall be drawn and will be charged (the "Warrant Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Warrant Account.

b. Warrant Format. All warrants shall contain on the face of the item the words "warrant" and "payable through U.S. Bank." Customer will also encode all warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any warrant drawn by Customer on the Warrant Account shall be treated by Bank as a warrant regardless of what appears on the face of the

c. Presentment and Return. Bank shall make warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, warrant number and dollar amount of all presented warrants and provide Customer with a front and back image of each warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a warrant by the deadline established by Bank, such warrant will be finally paid by Bank. Customer acknowledges that warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure event illustrated in Section II.22.

d. Examination of Warrants. Bank shall have no responsibility to examine warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on warrants. Bank will not examine the dates on which warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the warrant.

I. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the dollar amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Customer agrees to review all Positive Pay Exception Items (as defined below) each Business Day.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by Item number and dollar amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Positive Pay Exceptions. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item that does not match the Issue File (each, a "Positive Pay Exception") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Positive Pay Exception Items prior to Bank's established deadline each Business Day. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Positive Pay Exception Items prior to the Items posting to the controlled disbursement accounts or defer payment decisions until the established deadline on the next Business Day. Bank strongly recommends that Customer select "return all" as its default setup for all Positive Pay Exception Items as the most effective fraud protection default setup. If Customer's requested default setup is for Bank to "return all" Positive Pay Exception Items, Bank is authorized to return any Positive Pay Exception Item unless Customer instructs bank to pay a Positive Pay Exception Item prior to the established deadline. If Customer's requested default setup is for Bank to "pay all" Positive Pay Exception Items, Bank is authorized to finally pay any Positive Pay Exception Item unless Customer has instructed Bank to return the Positive Pay Exception Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from:

(i) payment in accordance with this Section of any Positive Pay Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;

(ii) the return of any Positive Pay Exception Item to the depository bank in accordance with this Section; or

(iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Positive Pay Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless requested by Customer. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. In the event that Customer requests Bank not activate or temporarily deactivate Teller Positive Pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Positive Pay Exception Item prior to acceptance.

e. Teller Payee Positive Pay. If Customer selects the Teller Payee Positive Pay service, payee name(s), in addition to the Issue File information, will be verified at Bank's teller lines. Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer acknowledges that Bank will not be able to validate payee information if payee information is not provided for a particular Item or for electronically converted Items presented to Bank for payment. Customer acknowledges that, under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item, including where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer.

f. Payee Positive Pay. If Customer selects this option, which is available only through SinglePoint®, Customer's Item stock may first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Positive Pay Exception solely on the basis of the payee information.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Reverse Positive Pay Account"). When an Item is presented for payment against an identified Reverse Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Reverse Positive Pay Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items, except as may be caused by Bank's own lack of good faith or failure to exercise ordinary care, unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

J. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides wholesale, retail and property management Lockbox Services, as well as E-Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Testing; Remittances and Envelopes. Customer shall provide Bank samples of remittances and envelopes for testing and approval prior to using such remittances and envelopes in production. After implementation of Lockbox Services, if there are proposed changes to remittances and envelopes, Customer shall review the proposed changes with Bank and obtain Bank's approval prior to use. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval. Bank may request changes in Customer's remittances or envelopes due to changes in law or regulation, or as reasonably necessary due to equipment or processing improvements. If Customer fails to implement such changes, Bank may adjust the price for payment processing or cease processing Customer's payments as necessary to comply with law or regulation, as reasonably determined by Bank. Customer agrees not to provide any form of prepaid business reply mail envelopes for use with the Lockbox Services.

3. Access to Mail. Customer authorizes Bank or its agent to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

4. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings and other documentation originated and prepared by Bank. Customer shall not duplicate, sell or use in any manner such programs or documentation without the prior written consent of Bank.

5. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

6. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, for any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

7. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and

request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

8. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

9. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-U.S. dollar items processed by Bank, or items denominated in U.S. dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the U.S. dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

10. Compliance with Applicable Law. If specific lockbox handling requirements are required in order for Customer to comply with law or regulations applicable to Customer (for example, Regulation Z), Customer agrees to immediately notify Bank of any such requirements. If Bank is unable to accommodate Customer's specific requirements, Bank or Customer may immediately terminate the Lockbox Services.

11. Customer Responsibility. With respect to each item received at the Lockbox, except for Bank's gross negligence or willful misconduct, Customer agrees Bank shall have no liability to Customer which arises directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This Section 11 shall survive termination of the Agreement.

12. Wholesale Lockbox Processing. Bank offers Wholesale Lockbox Processing services which allows for the processing of primarily business-to-business payments. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this Section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts suchdesignation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees Bank shall have no liability to Customer which arises out of Bank's processing of checks based on Customer's "Accept All Payees" designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer unless Customer specifies different instructions in the Implementation Documents.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

h. Document Order. Bank shall use its best efforts to process documents that are not in logical order, are difficult to identify, or which are received in unorganized large packages.

13. Lockbox Remote Capture Services. Lockbox Remote Capture Services is an optional add-on service to the Wholesale Lockbox Processing service which provides eligible customers the ability to scan and transmit to Bank lockbox payments received at office locations. If Customer is approved for Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this this Section L (Lockbox Services) and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

14. Retail Lockbox Processing/Property Management Lockbox Processing. Retail Lockbox Processing will no longer be offered to new customers as of January 1, 2019. Bank offers Retail Lockbox Processing services and Property Management Lockbox Processing services which allow for the automated processing of high volumes of consumer-oriented payments. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents.

15. Retail Lockbox ARC Services. Retail Lockbox Processing will no longer be offered to new customers as of January 1, 2019. Retail Lockbox ARC Services is an optional add-on service to Retail Lockbox Processing and it provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Section L (Lockbox Services) and other relevant sections of this Agreement including, but not limited to, the Electronic Deposit Services section. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to determine whether the original

paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for failure to electronically process checks if such processing would violate this Agreement, or any other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image or a substitute check.

16. E-Lockbox. E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' home banking portal or through other payment channels offered by third-party bill consolidators, including consumer credit counseling agencies.

a. Network. "Network" means the MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., or other originators of consumer-initiated bill payments. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and to inform Bank of any incorrect, unidentifiable or unprocessable information (collectively, "Returns").

c. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

d. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third-party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

e. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

f. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

K. ZERO BALANCE ACCOUNT (ZBA) SERVICES

1. General. ZBA Services allow Customer to concentrate balances across multiple checking accounts consisting of a lead ("Master Account") and one or more sub-accounts funded by the Master Account. At the close of each Business Day, at a time determined by Bank, Bank shall transfer available or collected balances between the Master Account and sub-account(s) via two-way automatic transfers to ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer (collectively, the "Established Balance"). In addition, one-way transfers can be made from: (i) the Master Account to the sub-account; (ii) the sub-account to the Master Account; or (iii) the Master Account to the sub-account with deposits remaining in the sub-account.

Customer agrees to maintain sufficient available funds in the Master Account to cover the aggregate debits made to the sub-accounts to enable the sub-accounts to be maintained at the Established Balance at the close of each Business Day. If the available balance in the Master Account is insufficient to restore the balance in a sub-account to the Established Balance, a lesser amount may be transferred to the sub-account in Bank's sole discretion. If there are multiple sub-accounts and insufficient funds in the Master Account to fund all sub-accounts, Bank may, in its sole discretion, determine which sub-accounts to fund and to what extent. In addition, Bank may, in its sole discretion, either (i) reject any checks or other debit items drawn on any sub-account or (ii) accept any checks or other debit items drawn on a sub-account, even if such acceptance would bring the sub-account below the Established Balance. If Bank must reverse a provisional credit and such reversal causes the Master Account to have a negative balance, Customer agrees that Bank may reverse the transfer of any funds, in whole or in part, between the sub-account and the Master Account, and Bank may additionally reject any items not finally paid on the sub-account. Bank reserves the right to suspend or terminate ZBA Services without prior notice to Customer.

2. Focal Point Plus. If selected by Customer, the Focal Point Plus Service allows Customer to: (i) concentrate balances across multiple checking accounts consisting of a lead ("Master Account") with one or more subaccounts ("Shadow Accounts"), which are all funded by the Master Account; and (ii) track transactions with location reporting. Two-way automatic transfers ensure the Shadow Accounts maintain a zero balance. One-way transfers can also be made from the Shadow Accounts to the Master Account. Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

L. SINGLEPOINT® INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint® International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. Bank acts in the capacity of the Forwarding Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the Interbank Agreement and Bilateral Agreement.

1. Definitions.

a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.

b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.

c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.

d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.

e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.

f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.

g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Telecommunication (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.

h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.

i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open, will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation and forwarding of any Request for Transfer, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

4. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank may intervene at Customer's request, to request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; or (iii) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. Bank shall notify Customer of any rejections or suspensions.

6. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

M. SWIFT-RELATED SERVICES

The SWIFT-Related Services (the "Service") will enable organizations with domestic or cross-border activity to initiate or execute payment or transfer instructions from Customer's Bank account to another account held at Bank or a third-party bank, and to receive account information and payment notifications from Bank via products and services offered by the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"). This Service or other similar services offered by Bank are governed by this Agreement, applicable SWIFT agreements, rules, and terms and conditions (collectively, "SWIFT Terms"), and all other applicable federal, state and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the SWIFT Terms.

a. **Definitions.**

a. "Account Reporting" means cash management notifications, transaction and account information provided by Bank to Customer.

b. "Beneficiary" means the person or entity (including Customer) designated in Customer's Transfer Request to receive funds.

c. "Beneficiary Bank" means the financial institution (including Bank) that credits the funds to the Beneficiary's account.

d. "Execute" or "Execution" means the debiting of Customer's account by Bank and the forwarding of the credit transfer to the Beneficiary Bank pursuant to a Transfer Request from Customer.

e. "FileAct" means a file transfer service that utilizes the SWIFT infrastructure to enable the transfer of data in various file formats.

f. "Transfer Request" means a MT103 or other SWIFT transfer instruction sent by Customer to Bank for onward processing. If SWIFT-Related services are accessed using SCORE, "Transfer Request" means a MT101 transfer instruction.

g. "SCORE" means the Standardized Corporate Environment, a SWIFT direct access corporate service which offers Customer a secure connection and standardized environment to manage Customer's payments and payment information.

b. **Security Procedures.** Customer shall comply with all security procedures established by Bank for the SWIFT-Related Services, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of any Account Reporting, or of a Transfer Request controlled by Customer. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Customer agrees to be bound by any Transfer Request that appears to have been sent by Customer that is processed by Bank in compliance with the agreed security procedures, whether or not authorized. Bank will use reasonable care in transmitting the Account Reporting but assumes no responsibility for the accuracy or timeliness of the information supplied by other financial institutions, the SWIFT network. Customer agrees to immediately notify and fully cooperate with Bank if it suspects or becomes aware of any breach or compromise of the security of the SWIFT-Related Services.

c. **Transmission and Processing of Transfer Requests.** Customer authorizes Bank to Execute all Transfer Requests delivered to Bank by Customer in compliance with the terms of this Agreement and any established security procedures. Customer shall adhere to formatting and processing requirements established by Bank. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Transfer Request, including selection of a funds transfer system, routing and means of transmission. Customer shall be responsible for the accuracy, completeness and timeliness of all Transfer Requests sent to Bank for Execution. Transfer Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer is solely responsible for initiating Transfer Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time to make a Transfer Request. Bank and any other financial institution may rely on the account, routing or BIC numbers in the Transfer Requests even if such numbers do not correspond to the name of Customer, the Beneficiary or the Beneficiary Bank.

d. **Amendment or Cancellation of Transfer Requests.** Customer does not have the right to reverse, adjust or revoke any Transfer Request after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Transfer Request that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

e. **Rejection/Repair of Transfer Requests.** Bank may reject a Transfer Request if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) does not adhere to Bank's formatting or processing requirements; (iii) there is any inconsistency between a Transfer Request and information previously supplied to Bank; (iv) Customer's Transfer Requests exceed any applicable transaction limits established by Bank; (v) if there are insufficient collected funds in Customer's account to fund the Transfer Request; or (vi) Bank has other reasonable grounds not to honor the Transfer Request. Bank shall have no obligation to repair any Transfer Request it receives but may, in its absolute discretion, endeavor to do so.

f. **Account Reporting.** Bank may send notifications that allow Customer to receive advices relating to Customer's payments processed by Bank. Bank may also provide Customer with information on accounts maintained at Bank. If Customer elects to receive notifications and other account information via SWIFT, Customer shall exercise extreme care in maintaining its own security in the receipt of the notifications or information. Customer acknowledges that the data received via SWIFT may include confidential information, including, without limitation, names, amounts, phone numbers and account information. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

g. **Limits on Bank's Liability.** Bank will use reasonable efforts to provide notifications and information in a prompt fashion but shall not be liable for the temporary failure to provide timely data. Bank assumes no responsibility for any delays caused, or for inaccurate or incomplete information provided, by the SWIFT network or third-party banks with respect to payments and related information. Bank shall not be responsible for the acts or omission of Customer, the SWIFT network, any other financial institution or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

h. **SCORE.** If Customer accesses the SWIFT-Related Services using SCORE, Customer shall additionally comply with applicable SWIFT agreements, documentation, user guides, security procedures and all other instructions and recommendations provided by SWIFT or by Bank in relation to the use of SCORE. Customer acknowledges that Bank does not regulate the setup and provision of SWIFT membership, joining the SWIFT network or SCORE, the SWIFT network security or the facilities necessary to access and use them. Customer represents that it is, and will throughout the term of this Service remain, an authorized SWIFT participant. Customer authorizes Bank to act on any instruction contained in a SWIFT message received by Bank through SCORE which appears to have been sent by Customer. In the event that Customer requests Bank to provide SWIFT-Related Services through SCORE to a parent company, subsidiary, affiliate or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such related entity's obligations under this Agreement. Customer represents and warrants that such related entity is a duly authorized agent of the Customer and that the related entity is acting on behalf of Customer in its authorized capacity.

i. **FileAct.** If the FileAct service is offered by Bank and selected by Customer, Customer may use this service which enables the secure and reliable transfer of files to exchange batches of financial messages, reports, bulk payment files, images and other data over the SWIFT network. FileAct supports both interactive (real-time) and store-and-forward modes. Prior to implementation, Customer shall verify that Bank is capable of supporting the file formats and transaction types that Customer wishes to transmit. If the file format and transaction type is supported by Bank, Customer agrees that the processing of each file shall be additionally subject to all applicable Sections of the Agreement.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment.

3. Arm's Length Transactions. Bank is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of financial advisor to Customer or fiduciary unless otherwise explicitly agreed in writing and then only to the extent so provided.

A. FOREIGN EXCHANGE WEB

1. Introduction. Bank may provide foreign exchange services to Customer in connection with U.S. Bank Foreign Exchange Web, a private Internet site owned and operated by Bank ("USB FX Web"). If requested by Customer and agreed to by Bank, Bank will provide USB FX Web services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Customer's use of USB FX Web and all transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement and any other related disclosures provided to Customer, in either paper or electronic format. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any USB FX Web transaction is an Authorized Signer or is otherwise authorized to conduct any USB FX Web transaction on behalf of Customer.

2. Access Devices. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Once Bank has granted Customer access to USB FX Web, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use USB FX Web in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. By clicking one or more buttons in USB FX Web, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via USB FX Web shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through USB FX Web and such settlement instructions are subject to the concurrence of Bank. Bank shall make reasonable efforts to provide information and status of the terms of any Trade on the USB FX Web site or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to cancel the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, or in the event that a Trade is canceled due to failure by Customer to make settlement on the Settlement Date or failure to provide Bank with complete settlement instructions prior to the Settlement Date of a Trade, Customer agree to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Orders.

a. General Procedures. Bank may offer and agree to accept conditional instructions from Customer to Bank to buy or sell a stated amount of foreign exchange against U.S. dollars based upon exchange rate target prices ("Orders") via USB FX Web. All Orders requests submitted to the Bank through USB FX Web will not become active until accepted by the Bank. Bank in its sole discretion may decline to accept any Order. All Orders must be in liquid, actively traded currencies and must contain a U.S. dollar component. If an expiration date is not specified, Orders will remain open until filled. Orders must be for an amount of currency equivalent to at least $100,000 U.S. dollars, based upon the exchange rate contained in the Order. Either Bank or Customer may cancel an Order that has been accepted by Bank at any time prior to the execution of that Order. Cancellations, however, must be effected by direct telephone communication between Bank and Customer. Bank shall have a reasonable time to act on any request for cancellation. An Order that has been filled will be binding on the Customer, even if it has not yet been communicated to the Customer as filled. Customer shall have no right to cancel an Order once filled by Bank. Note that there is no single facility, exchange or system for the exchange of currencies and therefore, prices that fulfill the requirements of Orders may be reached at some place in the world at some time of day that is not apparent to Bank or its agents. Bank and its agents monitor markets and systems that are generally best representative of the primary market for foreign exchange and can only be responsible for filling Orders based upon prices traded or available in those markets or systems.

b. Types of Orders. Two types of Orders may be transacted via USB FX Web.

(i) Limit/Profit Orders. Limit/Profit Orders are Orders placed above the current exchange price for sellers and below the current exchange price for buyers. A Limit/Profit Order to sell foreign currency would yield more dollars at the Order price than at the current exchange price and are filled only if wholesale buyers begin bidding for the foreign currency specified in the Order against U.S. dollars at a price equal to or higher than the price stated in the Order. A Limit/Profit Order to buy foreign currency would cost fewer dollars at the Order price than at the current exchange price and are filled if wholesale sellers begin offering the foreign currency specified in the Order against U.S. dollars at a price equal to or less than the price stated in the Order. All Limit/Profit Orders are filled only when they can be filled at a price equal to or better (for the Customer) than the Order price. Limit/Profit Orders for $5,000,000 U.S. dollar equivalent or less will be executed in full, should all the conditions of the Order be met. If Bank or its agents cannot find sufficient liquidity to fill the complete Order at the requested price Limit/Profit, Orders for more than

$5,000,000 U.S. dollars may be filled for less than the Order amount, but in no event for less than $5,000,000 U.S. dollars. Orders larger than $5,000,000 U.S. dollar equivalent with an "all or none" limitation may not be placed through USB FX Web.

(ii) Stop/Loss Orders. Stop/Loss Orders are Orders placed below the current exchange price for sellers, and above the current exchange price for buyers. A Stop/Loss Order to sell foreign currency would yield fewer dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or below the Order price. A Stop/Loss Order to buy foreign currency would cost more dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or above the Order price. The fill price may be better than, equal to, or worse than the Order price. A Stop/Loss Order may also be filled at multiple prices. The Customer bears all market risk on a Stop/Loss Order.

c. Limited Liability. Bank will rely on market information that it deems adequate and appropriate to determine if, when, and how an Order should be executed. However, Order execution is on a best-efforts basis, and no assurance is given that Bank's traders or agents can or will have access to or even observe every bid, offer or trade available in the over-the-counter foreign exchange market. Except for manifest error, Bank's decisions, prices, execution or non-execution of Orders will be final and conclusive.

5. Foreign Currency Drafts. Bank may offer and agree to provide a service whereby Bank shall act as Customer's agent to arrange for the payment of foreign drafts issued by the Customer via USB FX Web ("Foreign Drafts"), which are drawn on the Bank's accounts at various banks with which Bank has a correspondent relationship (each a "Drawee Bank"). Foreign Drafts may not exceed the monetary draft limit communicated to Customer by Bank from time to time in writing. Customer shall draw Foreign Drafts only in accordance with the terms of this Agreement and any related procedures.

a. Stop Payment Orders. Upon receipt of a stop payment order, Bank shall make reasonable efforts to ascertain whether the Foreign Draft has been paid by the Drawee Bank. If such Foreign Draft has not been paid, Bank will send a stop payment notice to the Drawee Bank. Bank shall have no liability for the Drawee Bank's payment of a Foreign Draft over a stop payment order processed by Bank or if the stop payment order does not prevent a Foreign Draft from being legally enforceable for any reason.

b. Refund; Replacement Foreign Drafts. Customer may request Bank to refund the amount of a Foreign Draft or issue a replacement Foreign Draft (the "Replacement Foreign Draft") if the original Foreign Draft and duplicate, if any, are surrendered to Bank properly endorsed. If the original Foreign Draft is unavailable, Bank will refund the amount of the Foreign Draft or issue a Replacement Foreign Draft in accordance with the terms of the applicable Lost, Stolen or Destroyed Foreign Drafts Affidavit. Any refund shall be at the U.S. dollar equivalent of the amount of the Foreign Draft based upon Bank's buying rate on the date of the refund, and Bank shall deduct from such refund all expenses or fees incurred by Bank or the Drawee Bank in connection with the refund. If Bank determines that there is no ready market for the currency specified in the Foreign Draft, Bank may decline to make such refund unless and until Bank determines such a market exists. Any Replacement Foreign Draft issued shall be priced at the selling rate for the original Foreign Draft.

c. Liability. In addition to liability limitations elsewhere in this Agreement, Bank's liability for any loss or damage shall not exceed the total amount of the fee charged to Customer related to the particular Foreign Draft which gave rise to the loss or damage. Neither Bank nor the Drawee Bank shall be liable for any loss, cost or expenses resulting from the delay in presenting the Foreign Draft for payment or from the refusal or inability of the Drawee Bank to pay the Foreign Draft by reason of any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or resulting from declared or undeclared war, censorship, blockade, revolution, insurrection or civil commotion.

d. Drafts; Safekeeping. Bank may deliver to Customer from time to time blank draft forms. Customer shall hold all such draft forms and completed drafts in safekeeping until their use in an authorized transaction by authorized personnel. Customer must destroy all canceled or otherwise used forms and notify Bank in accordance with the procedures.

e. Fees. Customer agrees to pay any service charges incurred by Bank in connection with this service and charges for special services, such as stop payment orders or expenses incurred in attempting to recover the proceeds of erroneously paid Foreign Drafts.

f. Release. Except to the extent caused by Bank's gross negligence or willful misconduct, and except to the extent recovered from the Drawee Bank, the payee or its transferee, Customer agrees Bank shall have no liability to Customer which arises out of or relates to a Foreign Draft drawn by Customer, including without limitation, the unauthorized completion or use of a Foreign Draft, conversion of a Foreign Draft, regardless of whether the conversion occurs while the Foreign Draft is held by Customer in safekeeping or thereafter, the use of a Foreign Draft for any illegal purpose, the Drawee Bank's payment of a Foreign Draft to a party other than the payee or an authorized transferee, the placement of a stop payment order, the Drawee Bank's failure to honor a timely stop payment order, the Drawee Bank's failure or refusal to pay the Foreign Draft upon presentment, loss of use of funds while recovering a canceled Foreign Draft, errors in the payment of the Foreign Draft, conditions beyond the reasonable control of Bank, exchange rate fluctuations, the insolvency of the Drawee Bank, foreign exchange disruption or suspension caused by political or economic conditions in the Drawee Bank's country or the United States. In the event of any such loss, cost or expense where recovery may be made against persons in the Drawee Bank's country, Bank will make reasonable efforts to assist Customer in attempting to obtain a recovery from those persons; provided, however, that Customer agrees to pay the expense of such recovery efforts, including attorney's fees, and assumes the risk of loss if the recovery efforts do not succeed.

6. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via USB FX Web. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

7. Representations and Warranties. Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing, and (v) Customer is acting as principal with respect to each Trade.

8. Close-Out Events. Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, or (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

9. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the overnight LIBOR rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into U. S. Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. dollars with or against currency of each closed out Trade, and (iii) determine for each Trade the sums that would have been

owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at overnight LIBOR from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this Section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at either U.S. Bank National Association ("Standard FCA") or U.S. Bank National Association, Cayman Branch ("Cayman FCA").

2. Permitted Deposits. Bank may accept the following for deposit into a FCA:

a. Proceeds of matured foreign exchange purchase contracts;

b. Proceeds of foreign currency denominated letters of credit or documentary collection;

c. Incoming international funds transfers;

d. Proceeds of loan disbursements; or

e. Foreign checks and other items subject to collection, which may not be available until funds are received by Bank.

Bank will not accept currency or coin for deposit into a FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into a FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of a FCA in the following ways:

a. Settlement of a foreign currency exchange sale contract;

b. Negotiation of foreign currency denominated letters of credit or documentary collection;

c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures;

d. Payment of a foreign currency loan; or

e. Payment via foreign draft.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest rates offered on Standard FCAs and Cayman FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero or at a negative interest rate. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest each fiscal month and the average daily balance in the account for such fiscal month.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of a FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. dollars or other foreign currencies. Transfers of funds into and out of a FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries (including, but not limited to, Cayman Island holidays with respect to Cayman FCAs).

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit or require that Customer close a FCA at any time. Bank may also close a FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA.

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and economic developments, possible imposition of exchange controls or other government restrictions, and with respect to certain countries, the

possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN STANDARD FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN FCAs BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE). IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S CAYMAN FCA WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FDIC AND WILL THEREFORE NOT BE INSURED BY THE FDIC. CUSTOMER'S CLAIM FOR FUNDS HELD IN THE CAYMAN FCA WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

9. Limitations on Liability. In addition to other limitations on liability set forth in this Agreement, Customer expressly agrees that Bank, and its affiliates, agents and employees, shall not be responsible for any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. dollar and other currencies. Customer hereby assumes all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in a FCA might be worth less, in U.S. dollars or other foreign currencies, than the U.S. dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. In the event of a conflict between this Section VI and any other provision of this Agreement, Section VI shall govern. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

Municipal Advisor Rule Disclosure. This disclosure applies to Customer if Customer is classified as a municipality or an "obligated person" under the Municipal Advisor Rule. For purposes of Section 15B of the Securities Exchange Act of 1934 (the "Act") (SEC Rule 15Ba1-1 et seq.) (the "Rule"), Bank: (1) is not recommending and will not recommend an action to Customer; (2) is not providing and will not provide "advice" to Customer as defined in the Rule, and any information or communication from Bank in respect of Customer's accounts with the Money Center or the Safekeeping Departments of Bank or in respect of any securities transaction or potential securities transaction to be executed via such account(s) is not intended to be and should not be construed as "advice" as defined in the Rule; and (3) is not acting as an advisor to Customer and does not owe Customer any fiduciary duty pursuant to Section 15B of the Act or otherwise with respect to any such account(s), information, communication, transaction or potential transaction. Customer should discuss any information or material provided to Customer by Bank in connection with trading, investing or other activity in the such account(s) with any and all of Customer's internal or external advisors and experts that Customer deems appropriate before acting on any such information or material.

A. INVESTMENT, DEPOSITORY AND SAFEKEEPING SERVICES

From time to time, Customer may effect securities transactions or establish deposits with Bank's Money Center Department and/or request safekeeping services from Bank's Safekeeping Department. All such transactions shall be subject to the terms and conditions of this Agreement.

1. Definitions.

a. "Confirmation" means the confirmation statement from Bank as described in this Agreement.

b. "deposits" means interest-bearing deposit accounts, money market deposit accounts, time deposits and other deposit liabilities of Bank to Customer established under this Agreement.

c. "Safekept Securities" means securities that Bank has agreed to accept and hold for the account of Customer under the terms of this Agreement.

d. "securities" means all securities (as Defined in the Securities Exchange Act of 1934) and all investment securities or products from time to time offered by Bank to Customer, other than certificates of deposit issued by Bank and deposits made with Bank.

e. "Settlement Account" means any settlement account(s) designated by Customer or any replacement account identified by Customer in a written notice delivered to Bank.

2. Capacity of Bank; Compensation.

a. In General. In any securities transaction governed by this Section VI.A, Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any securities transaction will be indicated on the Confirmation.

(i) As Principal. When acting as a principal in securities transactions, Bank will either buy securities for its own account or sell for its own account securities owned by Bank, whether such securities are bought before or after receiving Customer's order. Bank's compensation is reflected in the price at which Bank buys or sells the securities.

(ii) As Riskless Principal. When acting as a riskless principal in securities transactions, after receiving from Customer an order to buy or sell securities, Bank will buy or sell securities for its own account to offset the sale to or purchase from Customer. Bank's compensation is reflected in the price at which Bank buys and sells the securities.

(iii) As Agent. When acting as Customer's agent in securities transactions, Bank will buy or sell securities solely for Customer's account. Bank's compensation due from Customer is the amount of any agency service charge indicated on the Confirmation.

b. Service Fees. In addition to compensation received as a principal, riskless principal or agent, Bank may charge Customer service fees in relation to securities transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

c. Other Compensation; Bank Securities**.** Bank may be paid a fee or other compensation by any other party in connection with any securities transaction, and any such fee or compensation will be in addition to fees payable by Customer to Bank under this Agreement. Such additional compensation may include, without limitation, advisory, custodial, distribution and/or shareholder service fees (which may be paid as service fees pursuant to Rule 12b-1 under the Investment Company Act of 1940) that Bank or its affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds. Customer acknowledges that those fees or other compensation may be paid to Bank for such services, and that such payments will not reduce or offset any fee or compensation due from Customer to Bank under this Agreement. Further, Customer acknowledges that securities Customer acquires through Bank may directly or indirectly (including through mutual or money market funds) represent an ownership interest in securities issued by Bank or its affiliates or by funds sponsored by Bank or its affiliates.

3. Pledges; Segregation.

a. Pledges. Upon request of Customer, Bank can provide a form of control agreement suitable for transactions where Customer wishes to grant to third parties a lien, pledge or other rights over its property held by or at the Money Center or Safekeeping Departments at Bank. Customer agrees that all costs of Bank, including reasonable fees and expenses of outside counsel if deemed necessary by Bank, will be at Customer's expense if such a control agreement is requested, whether or not a final agreement is entered into.

b. Segregated Assets. Where Customer wishes to effect transactions hereunder on behalf of its customers using the property of such customers, Customer will first notify Bank in writing of its intention to do so before effecting any such transactions. Customer acknowledges that Bank may require one or more additional agreements in order to accept such transactions. Once acceptance of such transactions has been approved by Bank, Customer agrees to include in its instructions to Bank an agreed identifier or designation as to the applicable securities, deposits and transactions.

4. Securities Transaction Requests.

a. Effecting Transactions. Each securities transaction will be effected pursuant to Customer's instructions made verbally, by fax or sent electronically via email or a trading system provided or approved by Bank. Emailed instructions must be directed to Bank's email address as designated from time to time by Bank, and fax instructions must be directed to Bank's fax number as designated from time to time by Bank. Securities transaction requests may be acted upon by Bank without acknowledgment by Bank that it has received such request.

b. Cut-Off Times. Bank establishes cut-off times for receipt of securities transaction requests depending on the type of security and the market in which it is traded. In addition, market holidays, procedural or operational matters, and actions taken by market operators may affect Bank's ability to process securities transaction requests. Customer instructions for same day settlement received before the applicable cut-off time will be submitted for processing that Business Day. Customer instructions for same day settlement received after the applicable cut-off time may be processed by Bank on a 'best efforts' basis that Business Day and otherwise will be submitted for processing the next Business Day.

c. Bank's Rights. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request, with or without prior notice to Customer. If Customer fails to pay in full for any security purchased or fails to deliver security sold, in each case on or before the related settlement date, Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; buy-in cover securities or other property required to make delivery; charge the Settlement Account for amounts due; hold Customer liable for any loss, cost or expense including but not limited to, breakage or pair-off fees and the capital charge and interest cost to carry any securities purchased; and/or impose fees.

5. Safekept Securities. Bank, acting through its Safekeeping Department, agrees to hold and keep as custodian hereunder all Safekept Securities, and to deliver such Safekept Securities in accordance with the instructions of Customer, all subject to the terms and conditions of this Agreement.

a. Acceptance and Withdrawal. Securities eligible to be Safekept Securities may be delivered to Bank, and any Safekept Securities may be withdrawn from Bank, in each case upon an instruction of Customer delivered in accordance with this Agreement. Withdrawal or delivery of Safekept Securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities or pledged securities may not be available for withdrawal or delivery). Bank shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver securities for the account of Customer.

b. Registration; Depositories. Bank shall register Safekept Securities in nominee name and may from time to time change the registration of Safekept Securities from nominee name to Customer's name, or vice versa. Customer agrees that it will timely complete any necessary documentation provided by Bank to change the registration of Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third-party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depository's nominee name.

c. Securityholder Information. Unless otherwise required by law or pursuant to instructions from Customer, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities, other than (i) to forward to Customer in accordance with this Agreement the written information received by Bank relating to any such transaction, and (ii) follow Customer's lawful instructions with respect to such actions. Customer may directly vote any proxy or other corporate action, or if it instructs Bank to vote on its behalf, agrees that any instructions to Bank with respect to any such actions shall be delivered to Bank within sufficient time for Bank to act thereon if any action is required. Safekept Securities called for redemption prior to maturity will be presented by Bank for payment provided the trustee or other appropriate entity gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. In the event Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in accordance with its standard procedures therefor, effected in such manner as it deems appropriate in its sole discretion.

d. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities, and shall pay to Customer or credit to the Settlement Account all such amounts. Bank shall not be obligated (i) to pay to Customer or credit to the Settlement Account any payment of interest, principal or other income until Bank receives such payment in immediately available funds or (ii) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is hereby authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that may at any time be required with respect to all coupons, registered interest, dividends or other income. If any of Customer's deposits or securities the subject of this Agreement, including Safekept Securities, are subject to a variable or fixed rate of interest and such securities bear a negative interest rate, Customer agrees to pay Bank all amounts of the negative interest (which may also be debited from the Settlement Account by Bank), and Customer agrees that the principal amount of such Safekept Securities may be reduced to the extent necessary to cover the amount of the negative interest if available funds are not otherwise provided by Customer.

e. Return of Payments. Customer will repay Bank, or Bank may charge the Settlement Account, in the event that for any reason (i) Bank is required to return to the issuer or to a third party any payments in respect of Safekept Securities, (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities, or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities. Customer further agrees that the principal amount of any Safekept Securities may be reduced, and any remittances due from Bank to Customer (whether or not under this Agreement), and any other accounts of Customer with Bank, may be offset to the extent necessary to cover the amount of such returned payments to the extent that immediately available funds are not otherwise provided by Customer to Bank.

6. Confirmation Statements. Promptly after effecting any transaction pursuant to this Section VI.A, Bank will deliver to Customer a Confirmation which shall identify at least (i) Bank and Customer, (ii) the trade and settlement dates of the transaction, (iii) the issuer and par amount of the related securities (for securities transactions) and the principal amount of any deposit (for deposit transactions), (iv) the interest rate if applicable and/or any discount rate applicable to any securities transactions or deposit transactions, (v) the maturity date of the transaction, ifapplicable, (vi) the capacity of Bank as principal, riskless principal or agent (if the transaction is a securities transaction) and, if applicable, whether the securities will be Safekept Securities, (vii) any terms and information required by applicable law, and (viii) any other terms and information which Bank may include at its discretion. The information contained on the Confirmation shall be considered true and correct and conclusively binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed delivered to Customer in accordance with this Agreement. Customer may, by notice from an Authorized User in accordance with this Agreement, elect to receive Confirmations by mail, fax, email, or other electronic means including posting to a password-protected website), subject to the terms of this Agreement.

7. Settlement Account. Unless Bank is otherwise instructed in writing, Customer unconditionally authorizes, empowers, and directs Bank (and authorizes and directs Bank to communicate with any financial institution maintaining the Settlement Account as necessary) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI(A) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account withinterest payments, principal payments, maturity payments or other payments received in respect of transactions effected under this Agreement. Customer hereby represents and warrants that instruction from any Authorized User is sufficient to authorize Bank to debit or credit the Settlement Account. If the Settlement Account is not held by Bank, Customer confirms to Bank that it has authorized the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account and that no such authorization will be cancelled except with prior notice to Bank and in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and Bank a reasonable opportunity to act on such termination without disruption of any transactions or services under this Agreement. Customer acknowledges that ACH payments to a Settlement Account not held by Bank are subject to ACH processing timelines, which may involve a delay in available funds.

8. Delivery. Through the instructions of an Authorized User, Customer shall specify the account to which any securities purchased hereunder are to be delivered. If such account is maintained by the Safekeeping Department of Bank, the securities will be held in accordance with this Agreement. If such account is maintained by an institution other than Bank, Bank's responsibility for ensuring delivery shall be limited to accurately conveying the instructions for the appropriate delivery account to the depository, agent or issuer of the securities, as applicable for the particular type of securities. Bank will issue no certificate, passbook, or any other evidence of any deposit except for the Confirmation.

9. Interest. All deposits opened under this Agreement, and all certificates of deposit purchased by Customer or held under this Agreement, will earn interest from the date of deposit or settlement date, as applicable, computed at the rate and in the manner established by Bank from time to time for the related product (which, for variable rate products including those whose underlying interest rate is not managed by Bank, may permit changes to the applicable rate at any time without notice to Customer, and which may permit zero or negative rates). Bank will notify Customer of the applicable interest rate and maturity terms, for deposits with Bank opened under this Agreement at the time that the request for such deposit is made.

10. Fixed Investment Periods. Customer acknowledges that certain investments held by Bank under this Agreement have fixed investments periods, and agrees that such investments will be held by Customer until their respective maturity date or through their respective commitment date. Customer agrees that if it withdraws part or all of such an investment before such date, Bank shall be entitled to impose a penalty (including by debiting the Settlement Account for such amounts) in accordance with the terms of such product or the fee schedule provided to Customer, as applicable, and that the principal amount of such investments may be reduced to the extent necessary to cover such penalty if available funds are not otherwise provided by Customer.

11. Repurchase Transactions. Customer shall not effect any securities transactions under this Agreement in the expectation of entering into a repurchase transaction with Bank as counterparty unless Customer shall first have executed and delivered to Bank a written master repurchase agreement, in form and substance satisfactory to Bank, governing such transactions. In any such transaction, where Bank is to hold securities as collateral or as the subject of a transaction, such securities will be held by the Safekeeping Department of Bank subject to the terms of this Agreement, unless Customer is otherwise notified. To the extent of any inconsistency between the terms of any such agreement and the terms of this Agreement, the terms of such other agreement shall control.

12. Fees and Expenses. Customer shall pay to Bank such fees in respect of the services provided under this Agreement, as disclosed to Customer on the current fee schedule. If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held at that time, and to any securities transactions effected on the day such amendment becomes effective.0020

13. Termination. Subject to Section VI.A.10, Customer or Bank may terminate the Service(s) described in this Section VI at any time effective upon prior notice to the other party, and Bank may terminate the Service(s) described in this Section VI at any time if Customer's account is inactive for an extended period. If any Service described in this Section VI is terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination and for the fees and costs, if any, payable under this Agreement with respect to delivery of Customer's securities (including Safekept Securities) or funds held by Bank to Customer or to another financial institution.

14. Notices. Except for oral instructions to Bank from Authorized Users or from Bank to Authorized Users, all notices, disclosures and communications (including Confirmations) under this Section VI shall be in writing and delivered by mail, fax, email or other electronic means as provided for in this Agreement. Notices, disclosures and communications (including Confirmations) shall be deemed delivered upon transmission of the same by mail, fax, email or other electronic means as provided for in this Agreement, or on the third (3rd) Business Day after deposit of the same in the United States mail, postage prepaid, and addressed to the mailing address provided by Customer. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent

to following address (which may be amended from time to time by Bank upon notice to Customer):

For securities transactions:
U.S. Bank National Association
Money Center Department
800 Nicollet Mall, BC-MN-H18T
Minneapolis, MN 55402
Fax: (612) 303-1338
Email: Money.Center.Sales@usbank.com

For safekeeping services:
U.S. Bank National Association
Safekeeping Department
800 Nicollet Mall, BC-MN-H18R
Minneapolis, MN 55402
Fax: (612) 303-0202
Email: Safekeeping@usbank.com

15. Terms and Conditions of Electronic Delivery. All notices, disclosures and communications (including Confirmations and other account information) from Bank may be delivered to Customer by electronic means (including, without limitation posting to a password-protected website) to the extent Customer elects to receive such information through electronic means, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI.B below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

16. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention or other disposition of any securities or deposits, or the advisability or suitability of any product or transaction.

17. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI.A, Customer shall notify Bank prior to effecting such deposit, investment or transaction and will provide Bank with such additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI.A shall not result in a "prohibited transaction" under ERISA or shall otherwise be exempt under ERISA.

18. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectability or investment quality of any securities bought or sold hereunder, or any deposits made or terminated hereunder.

19. Records; Taxes. Bank will maintain records of Customer's account and provide customer with a Confirmation for transactions in accordance with this Section VI.A and periodic account statements. Bank will also send to Customer such notices and reports as are required by law. Customer acknowledges and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income that Bank collects for Customer.

B. TERMS AND CONDITIONS OF ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with Bank's Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI.B shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI.B and the terms and conditions of any other section of this Agreement or any other agreement between Customer and Bank as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Account Communications. Customer may elect to receive Account Communications (defined below) related to Customer's account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password-protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, Confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty (30) days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue use of the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive Account Communications via U.S. mail beginning with Customer's next statement cycle and/or mailed Confirmation.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank in accordance with this Agreement if Customer objects to any of the information provided.

5. Third-Party Services. Customer acknowledges and agrees that Customer's access to the Electronic Delivery Service and Customer's receipt of email notifications when Account Communications are posted may be delayed or prevented by factors affecting Customer's or Bank's Internet or telephone service provider(s) or other similar entities ("Third-Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third-Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third-Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate, legal or available in locations outside the United States. Customer acknowledges and agrees that accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations

outside the United States, Customer does so at its own risk. Customer is responsible for compliance with local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, tests, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangement and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

AMENDMENT TO U.S. BANK YOUR DEPOSIT ACCOUNT AGREEMENT FOR BATTELLE MEMORIAL INSTITUTE

This Amendment to the U.S. Bank Your Deposit Account Agreement (the "YDAA") is effective for Battelle Memorial institute – operating the Pacific Northwest National Laboratory for the U.S. Department of Energy (hereby referred to as "Customer").

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein and in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Applicable Law / Venue:

Notwithstanding anything to the contrary in the YDAA, the provisions of the YDAA shall be governed by the laws of the State of Washington. Jurisdiction for any disputes arising under the YDAA shall be in state or federal courts located in the State of Washington, and the parties agree to bring any litigation arising under the YDAA in such courts. Any provision in the YDAA which states "to the extent allowed by law," or similar language, shall be amended to state "to the extent allowed by Washington law," or similar language as is necessary for a natural reading of the provision.

2. Indemnification / Hold Harmless:

Any provision in the YDAA where either party indemnifies or agrees to hold the other harmless shall be read instead as, "except as otherwise provided by this contract, neither party shall be liable to the other for 1) any indirect, special, incidental, punitive or consequential damages; 2) loss of revenue; 3) loss of actual or anticipated profits; 4) loss of anticipated savings; 5) loss of business; 6) loss of opportunity; 7) loss of goodwill; 8) loss of reputation; 9) or loss or corruption of data", with regards to any claims that either party may bring where the YDAA, if not for this Amendment, would have required either party to indemnify or hold the other harmless.

3. Attorneys' Fees:

Notwithstanding anything to the contrary in the Banking Contracts, Customer shall not be contractually obligated to pay Bank's attorneys' fees.

4. Amended Language:

The following language shall be amended as follows:

Section Title	Pg.	Amendment
THIS IS AN AGREEMENT	3	The following paragraph is deleted in its entirety: "This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Any other variations to this Agreement must be acknowledged by us in writing."
INSUFFICIENT FUNDS AND OVERDRAFTS	8	The underlined sentence is added to the definition of "Overdraft" such that the definition reads as follows: "'Overdraft' means a transaction has caused the Available Balance on an account to become a negative number. An overdraft can happen, for example,

		• by writing a check without enough money in your checking account to pay the check, and we pay the item; • by making a withdrawal from your account that exceeds your Available Balance; • by using your U.S. Bank Debit Card for payment without enough money in your checking account to cover the amount authorized or the amount paid to the merchant. If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged an Overdraft Paid Fee; • by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid; • by withdrawing money from your account and not having enough money left to pay any related charges posted to the account; • when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft; or • when fees such as monthly maintenance fees are charged, and you do not have sufficient funds to cover. Notwithstanding the foregoing, you will not be charged an overdraft fee when an overdraft results from a Bank error."</u>
REQUIRED SIGNATURES	16	The underlined words are added to the following section: "Number of Signatures. You agree that if you 1. require the signatures of two or more persons to open an account; 2. have an account in which more than one signature is required to complete a transaction; 3. authorize someone to transact some but not all transactions on your account; 4. authorize someone to transact business on your account for limited purposes and no others; or 5. use checks that require two or more signatures, such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. Except for Bank's gross negligence or willful misconduct, you cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

CHANGES TO OUR AGREEMENT WITH YOU	16	This section is deleted in its entirety.
CLOSING YOUR ACCOUNT	16-17	The following sentence is deleted: "If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement." It is replaced with the following sentence: "If we close your account, we will provided you with advanced written notice at least one-hundred and twenty (120) days prior to the closing date."
STATEMENTS AND NOTICES	17	The following sentence is deleted from the paragraph titled "Statements": "At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account."
LIMIT OF LIABILITY	19-20	The following sentence is deleted: "You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not."
RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS	20	The following sentence is deleted: "If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney's fees and expenses."
RESOLUTION OF DISPUTES BY ARBITRATION	21-22	The following paragraph is deleted: "Arbitration Costs: Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first $2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party."
ATTORNEY'S FEES	22	This section is deleted in its entirety.
INSUFFICIENT FUNDS AND OVERDRAFTS	29-30	This section is deleted in its entirety.

5. Counterparts:

This Amendment may be executed in counterparts, which together will constitute one and the same agreement. Each party will have the right to rely on a facsimile or electronic signature on this Amendment, and such signature shall be deemed an original signature for purposes of validity of this Amendment. The parties agree that signatures that are transmitted electronically, including both facsimile and manual signatures, shall be binding as of the date signed and to the same extent as original signatures.

6. Effect of Amendment:

All other terms of the YDAA shall remain in full force and effect to the extent such terms are applicable to services and account types used by Customer. Customer shall not be bound by terms and conditions for services or account types not used by Customer.

Your Deposit Account Agreement

&

General Terms & Conditions

Electronic Transfers

Funds Availability

Effective May 11, 2020

Member FDIC



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TERMS APPLICABLE TO ALL ACCOUNTS

THIS IS AN AGREEMENT

Welcome to U.S. Bank and thank you for opening an account with us. This Agreement provides the general rules that apply to the account(s) you have with **U.S. Bank ("us")** described herein. Additional rules will be provided in:

1. disclosures we give you when you open your account for example our *Consumer Pricing Information and Business Pricing Information* brochure(s) and other fee disclosures (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy);
2. disclosures that are applicable to additional products and services (for example the *Digital Services Agreement);*
3. periodic statements;
4. user guides;
5. *Consumer Privacy Pledge* brochure;
6. any appropriate means such as direct mail and notices on or with your statement, including any statements or notices delivered electronically; and
7. disclosures we give you about ATM and Debit Card Overdraft Coverage (applicable to certain consumer accounts, refer to the **Insufficient Funds and Overdrafts** section on page 8 for details).

These things, together, are an agreement between you and **U.S. Bank.**

Please read this carefully and retain it for future reference. This brochure is revised periodically, so it may include changes from earlier versions.

By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at www.usbank.com, or by calling U.S. Bank 24-Hour Banking at a number listed on the last page of this booklet.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Any other variations to this Agreement must be acknowledged by us in writing.

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section.

- The words **"we," "our,"** and **"us"** mean **U.S. Bank National Association ("U.S. Bank")**. We are a national bank. We are owned by **U.S. Bancorp**.
- **U.S. Bancorp and U.S. Bank** own or control other companies, directly and indirectly. The members of this family of companies are our **"affiliates."** The words **"you"** and **"your"** mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- The term **"account"** means any savings, transaction (for example, checking, NOW Account), and time deposit (for example, certificate of deposit or CD) account or other type of account you have with us, wherever held or maintained.
- An **"owner"** is one who has the power to deal with an account in his, her or its own name. An **"agent,"** in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.
- Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the **"entity"** that is the owner.
- **"Personal accounts"** are consumer accounts in the names of natural persons (individuals). They are to be distinguished from **"non-personal accounts"** which are accounts in the name of businesses, partnerships, trusts and other entities.
- An **"account cycle"** or **"statement cycle"** represents the period of time when your statement starts and ends. It's approximately 30 days long but doesn't necessarily align with the beginning and end of the month and won't end on a weekend or holiday.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

MONITORING AND RECORDING COMMUNICATIONS

You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

WAIVERS AND PRECEDENTS

Our Agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time that does not mean we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a check that is more than your account balance, that does not mean we have to do it again.

APPLICABLE LAW

Unless otherwise stated herein, your account and this Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state in which your account is located. If you opened your account in person, it is located in the state in which you opened it. If you opened your account online or by

telephone and you reside in a state in which we have a branch at that time (or reside within 50 miles of a branch), it is located in the state in which the branch is located. If you reside anywhere else, then your Account is located in Minnesota.

CUSTOMER IDENTIFICATION PROGRAM NOTICE (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

Existing customers

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

Failure to Provide Information

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

OWNER'S AUTHORITY

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner or agent can:

1. make withdrawals by whatever means are available for the account;
2. make deposits by whatever means are allowed for the account;
3. obtain and release information about the account;
4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account);
5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account); and
6. close the account.

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you has complete and separate access and withdrawal rights to all the funds in the account irrespective of who had deposited the funds in the account.

AUTHORIZED ACCESS AND POWER OF ATTORNEY

Each owner of your account is independently permitted to authorize someone else to access your account. For example, the following persons will have access to your account:

1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or debit card transactions);
3. Any person you give rights to act on your behalf, such as a power of attorney;
4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person "authority," we are not responsible whether we honor the transactions or dishonor them; and
5. Any person to whom you make your ATM card or debit card personal identification number (PIN) available. Although we discourage this practice, by allowing this type of "authorization," the person to whom you make your personal identification number (PIN) available may be able to access all of your accounts held with us by using the telephone, ATM, online or other banking access channels. If you give any person such "authority," we are not responsible for actions they take with respect to your accounts.

We will use the word "agent" to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is appointed by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it;
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

YOU CANNOT TRANSFER AN ACCOUNT

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

CHANGE IN AUTHORIZED SIGNERS

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

ADJUSTMENTS

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days.

For accounts coded as Consumer and Business accounts, we may not adjust for insignificant errors unless you request it. For all other account types including Corporate and Commercial accounts, we may not adjust for deposit errors of $50.00 or less unless we have agreed with you to a lower adjustment amount.

RETENTION OF DOCUMENTS

You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposits.

LIABILITY FOR CHARGES AND OVERDRAFTS

All account owner(s) are responsible to repay to us any overdraft amount **and** any overdraft fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees. (This means we can collect the total from any owner(s), on any of the owner(s) accounts, but we won't collect it more than once). For more information on overdrafts please refer to the section titled **Insufficient Funds and Overdrafts.**

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Our posting order may not be the same as the order in which you conducted a transaction and could result in overdraft fees, if you do not have available funds at the time the item is paid. Generally, we post the following three transaction types after the close of each business day in the following order:

1. Deposits we receive before the daily cutoff time will be posted before any withdrawals. (Refer to our Cutoff Time and/or Funds Availability section for cutoff time description.)

2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); **or** (2) when the transaction was processed by U.S. Bank (for example an ACH, or bill pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest transaction amount first (frequently referred to as low-to-high).

3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

DEPOSITS

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability.** All deposit receipts are issued subject to our count and verification of the items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposit.

Foreign Currency: Deposits received in a foreign currency, whether by check, wire-transfer, or otherwise, must be converted to U.S. dollars prior to being deposited into your account. U.S. Bank will convert your funds at an exchange rate established by U.S. Bank on the business day when such exchange is processed. Currency exchange rates are determined in our sole discretion based on factors such as market conditions and risk, economic and business factors. The exchange rate is an all-in rate which includes our profit, fees, costs, and charges. Currency exchange rates will be applied to these deposits without notice to you. You agree to this procedure and accept our determination of the currency exchange rates.

Foreign currency conversions can take time and exchange rates fluctuate at times significantly. You acknowledge and accept all risk that may result from such fluctuations. Your transaction is a retail transaction. Retail foreign exchange conversion rates are different from the wholesale exchange rates for large transactions between two banks as may be reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other banks or shown at other sources (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from, and likely inferior to, the rate paid by U.S. Bank to acquire the underlying currency. The exchange rate may also be different from a rate offered by U.S. Bank to a different customer, at a different time, for a different transaction amount, or in a different payment channel (checks, wire-transfers, etc.).

U.S. Bank sometimes relies on other financial institutions in the conversion process. In this event, the conversion will be in accordance with the policies and procedures of that bank and the funds will be converted at the exchange rate determined by that bank. Any fees or charges assessed by that bank will be passed on to you. Your final credit will be adjusted to reflect that final exchange rate less all fees or charges.

Foreign Checks: Checks and other items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars may require special funds collection processing by us. As a result, funds availability may be delayed. If you deposit such an item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the item.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

Cutoff Time: A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section for cutoff time description.) The cutoff time applies to all accounts (savings, certificate of deposits, payments, etc.), not just checking accounts.

Endorsement: If you make a deposit to an account and you fail to endorse the item, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item or other type of deposit, for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an item for "collection" instead of deposit. We may also decline to accept a large cash deposit or require you to make such a deposit at a location and time of our choosing.

RETURNED DEPOSITED AND CASHED ITEMS

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has "cleared"). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. **Returned items** are charged back to your account and a Return Item Advice notice is mailed to the primary account address on file.

For example:

- The deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- A check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- This also applies to checks we might cash for you that you don't deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check "bounces" (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels.

There will be one fee posted for the sum of all Returned Deposited Item or Cashed Check fees returned within a single transaction as well as applicable overdraft fees if sufficient funds are not in your account to cover your items.

CHECK 21

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section **("SUBSTITUTE CHECKS AND YOUR RIGHTS"),** which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call U.S. Bank 24-Hour Banking (see last page for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107.** You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extenuating circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

COPIES OF DOCUMENTS

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We image most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other imaging techniques. You agree that such images will be sufficient for all purposes.

See the section titled **CHECK 21.** To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and

3. use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

NIGHT DEPOSITORY

If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to accounts held at U.S. Bank.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us.

   Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a "bailee" until the point:
   - when we open the container and inventory its contents (if that is what we are asked to do); or
   - when you sign the receipt for or take custody of the container (if we do not open the container).

CHECKS

Post-Dated Checks. We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

Stale-Dated Checks. A "stale-dated" check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us ("presented") more than six months after its date. (The general rule is we will pay the check or may return the check for insufficient funds.) In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

Check Legends. We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a "legend" or "memo" we mean a message, such as "not valid for more than $50.00" or "do not pay more than ten days after date" or "paid in full".

Check Forms. Checks are sorted and copied by high speed equipment. If you don't buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

Deposits of Checks at ATMs

We reserve the right to refuse to credit your account for ATM deposits of the following items. If an item is refused the item or a substitute check may be returned via mail to the primary account address.

1. All the check payees are not listed on the account;
2. Checks payable to a business and the business name is not listed on the account. (Checks payable to a business must be deposited into an account that includes the name of the business on the associated account);
3. Improperly endorsed (for example, different endorser than payee);
4. Restrictive wording (on the deposited item);
5. Post-dated (greater than one day after the ATM network business day);
6. No date or incomplete date;
7. Altered in any way;
8. Photocopy of item;
9. Not signed by maker;
10. Traveler's check with different counter signature;
11. Drawn on a foreign bank;
12. Missing the numeric amount and/or the written amount;
13. Numeric amount and written amount do not match;
14. No payee listed;
15. Federal tax refund checks not endorsed by payee or payees; and
16. Any other instrument which is not a check or negotiable instrument.

ENDORSEMENT STANDARDS

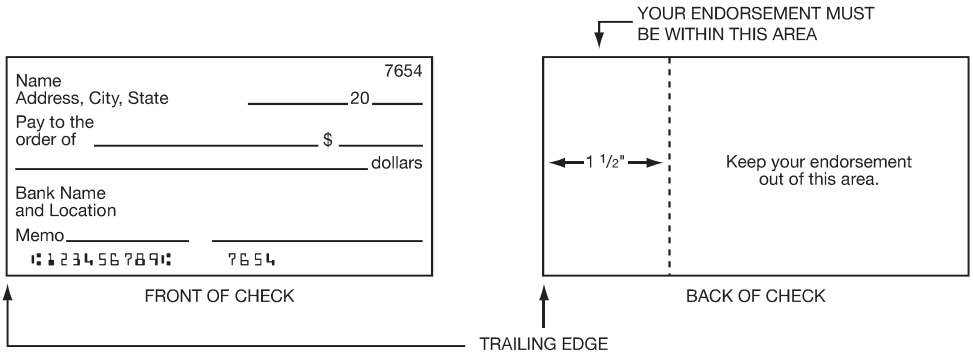
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is to the right of the space shown for the payee and other "holders" (see picture below).

When you endorse a check, you must:

1. clearly sign your name;
2. use black or dark blue ink if possible;
3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
4. sign near the top of the space provided, or just below any other signature in that space;
5. stay out of the area below the space for endorsers (most check forms have a line separating the endorsement area); and
6. keep any stamp within the area set aside for handwritten signatures.

The picture on this page shows you the correct endorsement area.



Why is this important?

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

1. causes a delay in a necessary notice to someone else, or
2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time).

You will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

INSUFFICIENT FUNDS AND OVERDRAFTS

"Account Balance" means the funds in your account, including deposits and withdrawals made to date. Not all your transactions will be immediately reflected. As a result, only part of this balance may be available for withdrawal.

"Available Balance" means the amount of money that can be withdrawn at a point in time. **The Available Balance will be less than the Account Balance when there are pending transactions such as:**

- Funds held from deposits: These funds have been deposited, but are not yet fully available for withdrawal or transfer. Once these funds are available, they will be reflected in the Available Balance.
- Funds held for debit card authorizations: This reflects merchant-authorized requests for payment, when the final charge has not been submitted by the merchant. Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card transaction has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Once the final charges have been received and processed, they will be reflected in the Available Balance.
- Any other holds on funds in your account.

Note: The Available Balance does *not* reflect every transaction you have initiated or previously authorized. Items that may not be reflected in your Available Balance include, but are not limited to:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or processing).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may be different from the final charge. Once a final charge has been received and processed, it will be reflected in the Available Balance. (Please refer to "Debit Card Transactions" subsection for more information about how these situations are handled.)
- Scheduled bill payments that have not yet been processed.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account where we have released the transaction authorization hold and the transaction is sent for payment from your account at a later date.

"Insufficient funds" means you do not have enough available funds in your account to pay the withdrawals you are attempting from that account.

Having insufficient funds in your account could lead to returned items, which refers to any withdrawal or transfer that we return because it exceeds your Available Balance on a given day. Examples of withdrawals that could be returned may include any checks, ACH transactions, online bill payments, or any other debit from your account where we return it because it is for more than the Available Balance you have in your account at the time the transaction is presented to your account. We reserve the right to pay an insufficient funds withdrawal and overdraw your account, which may result in an Overdraft Paid Fee, or return the insufficient funds withdrawal, which may result in an Overdraft Returned Fee. Even if we've paid insufficient funds items before, we are not required to do it in the future.

"Overdraft" means a transaction has caused the Available Balance on an account to become a negative number. An overdraft can happen, for example,

- by writing a check without enough money in your checking account to pay the check, and we pay the item;
- by making a withdrawal from your account that exceeds your Available Balance;
- by using your U.S. Bank Debit Card for payment without enough money in your checking account to cover the amount authorized or the amount paid to the merchant. If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged an Overdraft Paid Fee;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account;
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft; or
- when fees such as monthly maintenance fees are charged and you do not have sufficient funds to cover.

Our Options: You do not have the right to withdraw funds that exceed the Available Balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You cannot choose which items we pay or return, except as identified in your selection of "Overdraft Handling" (as identified later).

If we get a **batch, or multiple batches,** of such items in a day (for example, checks, ATM purchase transactions, and debit card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we will post items in accordance with the **"Transaction Posting Order"** section listed within this Agreement. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your Available Balance more quickly.

Our Fees: We charge an Overdraft Returned Fee for each withdrawal (e.g., in-person, ATM, automatic payment, or other paper or electronic withdrawal transaction) we return because it exceeds your Available Balance on a given day. We charge an Overdraft Paid Fee for each item or transaction we pay that causes the Available Balance to become negative or occurs while the Available Balance is negative on the checking account. We may charge you an Extended Overdraft Fee if your Available Balance remains negative for an extended period of time. See the current pricing information brochure for information on fees and how fees will be assessed. Any Overdraft Returned or Overdraft Paid fees are deducted from your account on the next business day; additionally, the Extended Overdraft Fee assessed after seven consecutive calendar days with a negative balance is deducted from your account on the next business day. The Extended Overdraft Fee may be suspended during a fraud investigation or dispute. Once the investigation or dispute is resolved, an Extended Overdraft Fee may be assessed if the account remains negative. If you want to avoid the inconvenience and extra expense of overdraft fees, refer to the section titled "Overdraft Protection Plans" on page 10 for information.

There are some circumstances that can take your account into a negative balance where we will not charge a fee, for example:

- If certain fees such as your monthly maintenance fee are the only items that resulted in the negative balance.
- If the negative Available Balance is less than our threshold. See your *Consumer Pricing or Business Pricing Information* brochure for specific information. (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

Your responsibilities for overdrafts: If you have an overdraft on your account, you must deposit enough money into your account to pay both the overdraft amount and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it.

OVERDRAFT HANDLING

Consumer Checking and Money Market Accounts:

Most U.S. Bank Consumer checking and money market accounts come with Standard Overdraft Coverage. Under Standard Overdraft Coverage we will authorize and pay overdrafts for these types of transactions at our discretion:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Recurring debit card transactions, for example setting up your debit card to automatically pay a monthly gym membership. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction.

If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

In addition to Standard Overdraft Coverage, you have the following options outlined below.

ATM and Debit Card Overdraft Coverage:

Upon opening your U.S. Bank Consumer checking OR money market account, you will receive a notice advising you of your choice to say 'Yes' or 'No' to ATM and Debit Card Overdraft Coverage.

If you say 'Yes'

If you choose to say 'Yes', you allow U.S. Bank to authorize and pay ATM and everyday debit card transactions (purchases made with your debit card on a day-to-day basis) that may cause the Available Balance in your account to become negative. If this happens we may charge an Overdraft Paid Fee.

If you say 'No'

If you choose to say 'No', you do not allow U.S. Bank to authorize and pay ATM and everyday debit card transactions into a negative Available Balance. If we do not authorize and pay an overdraft your transaction will be declined and you will not be charged a fee.

In limited circumstances, your ATM or everyday debit card transaction may be processed, resulting in your Available Balance becoming negative. These situations may include, but are not limited to:

- A debit card transaction is processed for more than the preauthorized amount. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may differ from the final charge (Please refer to "Debit Card Transactions" subsection for more information about how these situations are handled.);
- A debit card transaction that obtained an authorization based on a sufficient Available Balance in your account, but is sent to us for payment later when your Available Balance is no longer sufficient to cover the item;

In these situations, if you have chosen 'No' you will not be charged an Overdraft Paid Fee.

If you wish to discuss your options or change your account election at any time, contact a local U.S. Bank branch, call U.S. Bank 24-Hour Banking or visit usbank.com. Please be aware it may take up to five business days to implement your request.

Requested Return:

You may ask us to place your account in *Requested Return* status. When you select this option, you are automatically choosing to say **'No'** to ATM and Debit Card Overdraft Coverage (refer to **If you say 'No'** for more details). In addition, we will attempt to return items which would result in an overdraft to your account such as checks and automatic bill pay transactions.

- Note that when you select *Requested Return,* **an Overdraft Returned Fee may be charged for returned items.** You may also be charged fees by the merchant or service provider.
- Please understand we will not be able to return all items. **If we pay an item, for any reason, you will be charged the applicable Overdraft Paid Fee** (with the exception of ATM and everyday debit card transactions). These situations include, but are not limited to: recurring debit card transactions when a merchant had obtained an authorization for the first instance, but did not obtain a new authorization for subsequent occurrences (for example, a monthly gym membership); or other transactions/adjustments that may be processed in accordance with our Transaction Posting Order resulting in an insufficient Available Balance (Refer to **"Transaction Posting Order"** section listed within this Agreement). We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction.

If you wish to select *Requested Return,* contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.

Business Options for Checking and Money Market Accounts

For Business Checking and Business Money Market accounts, we will authorize and pay overdrafts for all types of transactions at our discretion. If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

Requested Return

You may ask us to place your account in *Requested Return* status. When choosing this option, we will attempt to return and/or decline items which would result in an overdraft to your account.

- Note that when you select *Requested Return,* an **Overdraft Returned Fee may be charged for returned items.** You may also be charged fees by the merchant or service provider.

- Please understand we will not be able to return all items. **If we pay an item, for any reason, you may be charged an Overdraft Paid Fee.**

If you wish to request *Requested Return,* contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.

Other sections: While many other sections of this Agreement relate to these issues, these sections are particularly appropriate:
- Setoff (page 21)
- Security Interest in Accounts (page 21)
- Funds Availability: Your Ability to Withdraw Funds **-** All Accounts (page 22)
- Electronic Banking Agreement for Consumer Customers (page 25)
- Limits on Transfers (page 26)
- Electronic Banking Agreement for Business Customers (page 29)

OVERDRAFT PROTECTION PLANS

Consumer Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) ("checking account(s)") to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment **and/or** Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection "Debit Card Transactions".

U.S. Bank lets you choose which eligible accounts are linked to your checking account for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account. Some eligible accounts (e.g. depository accounts) do not have Overdraft Protection Transfer fees, and if you have deposit and credit accounts linked for Overdraft Protection, the first Overdraft Protection Account determines whether a fee is charged (if any).

You can choose to link up to three eligible U.S. Bank accounts to your personal checking account for Overdraft Protection. Owner(s) who are signers on the checking account must also be signers on the account(s) linked for Overdraft Protection.

Eligible accounts include:
- U.S. Bank Savings Account or Money Market Account
- U.S. Bank Reserve Line of Credit
- U.S. Bank Credit Card
- A secondary U.S. Bank Personal Checking Account
- U.S. Bank Personal Line of Credit
- U.S. Bank Home Equity Line of Credit
- Other U.S. Bank Lines of Credit

If you have linked eligible accounts, and the Available Balance in your checking account is or would be overdrawn by $5.01 or more, the advance amount will transfer in multiples of $50.00 and an Overdraft Protection Transfer Fee may be charged (fee waived for transfers from a depository account). If, however, the Available Balance is or would be overdrawn by $5.00 or less, the amount advanced will be $5.00 **and** the Overdraft Protection Transfer Fee will be waived.

If the negative Available Balance in your checking account is caused by monthly fees, such as a maintenance fee or statement/image fee only, overdraft protection will not advance. (For example, the account is overdrawn due to a Monthly Maintenance Fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.) If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the current Available Balance will still be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the Available Balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of $50.00 to cover the remaining overdrawn balance. When multiple accounts are linked as Overdraft Protection, the first account funds are transferred from determines the amount of the Overdraft Protection Transfer Fee (if any).

For each day an Overdraft Protection transfer occurs, a Bank fee will be charged to the checking account that received the transfer. (Refer to the *Consumer Pricing Information* brochure – Overdraft Protection Transfer Fee for fee amount. This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) While no fee will be charged to your U.S. Bank savings account or secondary checking account, U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Personal Line of Credit, or U.S. Bank Home Equity Line of Credit, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Advances on a U.S. Bank Credit Card Overdraft Protection Plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee. Please refer to your U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Personal Line of Credit or U.S. Bank Home Equity Line of Credit for information regarding interest charges.

When the Bank accesses funds from an eligible savings account(s) and money market account(s), these types of transfers are also subject to transaction limitations and the Excessive Withdrawal Fee noted in the *Consumer Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection **"Savings Withdrawal Limitations"** of this agreement. (The *Consumer Pricing Information* brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Business Banking Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Business Checking Account(s) ("checking account(s)") to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment and/or Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection "Debit Card Transactions".

U.S. Bank lets you choose which eligible accounts are linked to your checking account for overdraft protection. Only one deposit product and one credit product may link to a business checking account. If the checking account has both a credit product and a deposit product linked as overdraft protection, the system will always advance first from the credit product. Funds only draw from the deposit product if the credit product has insufficient available funds.

The name of the business on the business checking account must match the name of the business on the business credit overdraft protection plan account. The name(s) of the account signer(s) on the business checking account may also be required to match the account signer(s) on the business Overdraft Protection Plan account.

Eligible accounts include:
- U.S. Bank Business Savings or Money Market Account

- A secondary U.S. Bank Business Checking Account
- U.S. Bank Business Reserve Line of Credit
- U.S. Bank Business Credit Cards
- U.S. Bank Cash Flow Manager or Advantage Line
- If you have a U.S. Bank Business Savings, Business Money Market account, or secondary U.S. Bank Business Checking account linked as Overdraft Protection, any automatic advances will be in $200.00 increments made to cover the overdraft. Automated transfers from a U.S. Bank deposit account are not assessed Overdraft Protection Transfer Fees.
- When the Bank accesses funds from an eligible savings or money market account, these types of transfers are also subject to transaction limitations and the fee(s) noted in the *Business Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection **"Savings Withdrawal Limitations"** of this agreement. (The *Business Pricing Information* brochure can be obtained by stopping in a U.S. Bank branch.)

If you have a U.S. Bank Business Reserve Line of Credit linked as overdraft protection, any automatic advances will be in $200.00 increments made to cover the overdraft. Please refer to your U.S. Bank Business Reserve Line Agreement for information regarding interest charges.

U.S. Bank Business Credit Card linked as overdraft protection, any automatic advances will be in $25.00 increments made to cover the overdraft. Advances on a U.S. Bank Business Credit Card Overdraft Protection Plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or Cardmember Agreement. Please refer to your Cardmember Agreement for information regarding charges and fees.

Each time an overdraft protection transfer from a Business Reserve Line or a U.S. Bank Business Credit Card automatically transfers funds to the checking account, an Overdraft Protection Transfer Fee (daily fee) applies. The transfer fee amount posts as a separate transaction to the checking account.

Refer to the *Business Pricing Information* brochure for current fees. This brochure can be obtained by stopping in a U.S. Bank branch.

If you have a U.S. Bank Cash Flow Manager linked as overdraft protection, any automatic advances will be in $100.00 increments made to cover the overdraft. While no Overdraft Protection Transfer Fee is charged to the Cash Flow Manager account for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Cash Flow Manager agreement for information regarding interest charges.

If the negative Available Balance is caused by a monthly maintenance fee, service fee or statement/image fee only, overdraft protection will not advance. (For example, the account is overdrawn due to a Monthly Maintenance fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.)

Business Overdraft Protection Agreements

U.S. Bank also offers certain business customers overdraft protection through separate written agreement. The terms of such agreement shall govern those Business Overdraft Protection Plans.

REFUSING PAYMENT ON YOUR CHECKS

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank,* we might not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a "wrongful dishonor" of your checks.

FUNDS TRANSFERS

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition, your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code ("UCC4A") as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY'S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

If we receive a funds transfer into any account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact us through U.S. Bank 24-Hour Banking (see last page for phone numbers), usbank.com or the U.S. Bank Mobile App. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary's bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders

sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank. At your request, we may request that the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request.

WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is "withdrawal rights" and the second is "ownership."

By "withdrawal rights" we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By "ownership" we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

Individual Account. This is an account in the name of one person. Such an account is also referred to as a "single ownership" account.

Withdrawal Rights. The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

Ownership. The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

Agents and "Attorneys-in-Fact." The owner of this type of account can nominate an authorized signer or attorney-in-fact.

Joint Account - With Survivorship. This is an account in the names of two or more natural persons, with the following features:

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

Ownership. Each joint tenant is presumed to "own" the funds in proportion to that person's net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the "ownership" of the decedent's funds will be shared equally with such survivors.

Other Titles. In some states, it is advisable to add either "not as tenancy in common" or "not as a tenancy by the entirety" or both to insure the intention described above.

Agents and "Attorneys-in-Fact." Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a joint tenant).

Joint Account with Survivorship - Arizona. A Joint Account with Survivorship in Arizona has a unique feature that will change the "ownership" rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

Withdrawal Rights. This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

Ownership. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Tenancy in Common Accounts. A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant, any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

Ownership. Each tenant in common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our

receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

Other Titles. In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

Agents and "Attorneys-in-Fact." Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

Marital Account (Wisconsin). This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

Marital Account with P.O.D. Beneficiaries (Wisconsin). This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

Withdrawal Rights. During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

Ownership. Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

Pay-on-Death Account. This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

Withdrawal Rights. The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary's estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a "Joint Account with Survivorship" and only after there is but one joint tenant does the account have the incidents of a "Pay-on-Death" account.

Ownership. The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

Other Titles. This type of account has other names such as "Tentative Trust," "Totten Trust," "In Trust For" and "Revocable Trust." In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a "settlor" or "grantor." Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for "Pay-on-Death" accounts above. Only the names have been changed.

Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title "not subject to the Nonprobate Transfers Law of Missouri." This appendage does not change the features of the account as described above for Pay-on-Death accounts.

Registration in Beneficiary Form - Missouri

Adding the acronym ***LDPS*** (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. LDPS designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per stirpes.

UTMA (Uniform Transfers to Minors Act) Account

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

Withdrawal Rights. During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

Ownership. The child/beneficiary is at all times the owner of the funds in the account.

UGMA (Uniform Gifts to Minors Act) Account

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

Fiduciary Account

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

Corporate, Partnership, Limited Liability Company and other Organizational Accounts

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an

authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS

You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else.

Unless we agree in a separate writing otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay-on-death account).

ACCRUAL OF INTEREST

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account (for example a savings account) earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement. For business accounts, the variable rate of interest may be zero or a negative rate. If your business account bears a negative interest rate, we reserve the right to charge your account for the negative interest.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour Banking, or at usbank.com. The telephone number is at the end of this booklet.

STOP PAYMENTS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers, are covered elsewhere in the **Electronic Banking Agreement For Consumer Customers** section.

Here is what you must do to stop a payment:

ACH Check Conversion

An ACH Check Conversion is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about ACH Check Conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant.

Electronic Fund Transfers

You can stop payment of certain types of electronic transactions. Please refer to the Electronic Banking Agreement section for details.

Checks and drafts

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

Who can stop a payment and for how long?

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for 24 months or longer, as determined at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

Effect of a stop payment

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

What if we don't stop payment?

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Fee

To stop a payment you must pay our fee, the amount of which is disclosed in the pricing information brochure or agreement for your account.

DORMANT ACCOUNTS AND ESCHEAT

A **dormant account** is an account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

1. after 11 months for a checking account;
2. after 23 months for a savings account including those that offer limited (no more than six per month) check writing options.

For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization.

We charge a dormant account fee, unless excluded by account type or prohibited or restricted by state law. The dollar amount and frequency is disclosed in our pricing information brochure.

If your account has a zero balance, we reserve the right to close it. Any accounts linked as overdraft protection will be de-linked as part of the closure process. Refer to CLOSING YOUR ACCOUNT for additional information.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

SPECIAL PROVISIONS FOR THIRD-PARTY ACCOUNTS

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership capacity). If the account has transactional features (such as check writing capabilities or the use of debit cards), as defined in 12 C.F.R. 370.2(j), you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with 12 C.F.R. 370.5(a) and with the FDIC's requirements as specified below.

The FDIC has published a Deposit Broker's Processing Guide that describes the process to follow and the information you will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/ In addition, the FDIC published an Addendum to the Deposit Broker's Processing Guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance and is accessible at the website above. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon failure of U.S. Bank. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made. Please contact your account representative for details on the validation process.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of failure of U.S. Bank, you agree to provide the FDIC with the information described above in the required format within 24 hours of the failure of U.S. Bank. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners could receive funds. Notwithstanding other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

CONSUMER ELECTRONIC CHECK REPRESENTMENT

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("represent") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic represented check") to charge your account in the amount of the check.

Our Handling of Electronic Represented Checks. If we receive an electronic represented check from the depositor or the depositor's bank, we will pay or return the electronic represented check as if the original paper check were being represented to us. The section titled **"Electronic Fund Transfers"** will not apply to any electronic represented check.

Ineligible or Unauthorized Electronic Represented Checks. For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;
- the paper check must have been less than $2500.00 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

Stop Payment. If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

CHECKING ACCOUNTS AND "SUBACCOUNTS"

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third-party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This accounting device does not affect either the appearance or the operation of your checking account in any way.

TELEPHONE TRANSFERS

If you have more than one account with us, including a credit card or open-end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN, and enter your account numbers, and other qualifications, but if you meet them,

1. you can transfer funds between your accounts by calling our 24-hour phone banking (see last page of this booklet for phone numbers), and
2. telephone transfers may be made by the same account owners/signers and usually under the same conditions as generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day for us to verify the transaction and make the transfer. Consumer customers are assigned or can choose a PIN when requesting a ATM or Debit Card. Consumer customers without a debit card or ATM card can request a PIN by speaking to a 24-Hour Banking representative at 800.872.2657. A form is sent by 24-Hour Banking to the customer for completion and must be mailed back to the address on the form. A confirmation letter is mailed to the customer once the PIN has been established.

REAL-TIME PAYMENTS/PROHIBITION ON FOREIGN PAYMENTS

Real-Time Payments ("RTP") is an electronic payment system which permits payment senders to send funds in real-time to payment receivers for deposit into the payment receiver's account(s). This means that a payment receiver will have near immediate availability of funds sent using an RTP system. The RTP system is intended for domestic payments only. It prohibits payments which involve either a sender or receiver located outside the United States. You agree that to the extent you either send or receive payments through an RTP system, you will not use your accounts to do so on behalf of a person who is not a United States resident or otherwise domiciled in the United States and that you will comply with all regulations of the Office of Foreign Assets Control.

REQUIRED SIGNATURES

Signature Comparison. We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

Number of Signatures. You agree that if you

1. require the signatures of two or more persons to open an account;
2. have an account in which more than one signature is required to complete a transaction;
3. authorize someone to transact some but not all transactions on your account;
4. authorize someone to transact business on your account for limited purposes and no others; or
5. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

CHANGES TO OUR AGREEMENT WITH YOU

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed, and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure(s) or in another document.

CLOSING YOUR ACCOUNT

This section does not apply to an active time deposit (or certificate of deposit) account.

If you intend to close your account: If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to $0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account,

1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. if it is an interest-bearing account, accrued interest will not be paid.

If your account is closed and you have a debit or ATM card associated with the account, you will need to either:

1. close the associated card; or
2. select a new account to be linked to your card.

If you do not designate a new account, the bank will automatically assign your ATM/debit card to a new account from any eligible account where you are an owner/joint owner. If there are no eligible accounts the card will be closed.

We can close your account:

We can close your account, ATM and debit card for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

If your account is closed for any reason, you authorize us to re-open your account to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law.

As part of the account closure, any accounts linked to the Checking Account as overdraft protection will be de-linked. If a U.S. Bank Reserve Line of Credit is linked as overdraft protection to a Checking Account that is closed for any reason, the Reserve Line will also be closed, and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

STATEMENTS AND NOTICES

Statements. We will periodically make available to you a paper or eStatement of your checking or savings account. These statements show the transactions that occurred in the time period covered by the statement. If you elect **not** to receive or review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement (this includes any service charges, fees, reversals, refunds or interest that occurred since the last available statement). At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid periodically as disclosed in the product pricing information brochure.

Combined Statements. If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107, or sending a secured email by logging on to usbank.com and selecting "Contact Us". Please include the following information in your correspondence: your name, account number(s) and the reference code "CMBSTMN."

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

Multiple owners. Periodic statements and notices that we make available to one owner or agent/signer of an account will be the same as providing statements and notices to all owners of an account. You agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

Your Duty to Examine Your Statement. As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement within 30 calendar days after we mail the statement (or make the statement available) to you. You agree that we will not be responsible for:

1. any problem that you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. subsequent problems or fraudulent items occurring after 30 days of the first occurrence; if you fail to report the problem within 30 days of the first occurrence reported on your statement;
3. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
4. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. You agree that if the problem is the result of a series of events (for example, multiple forgeries over a period of time) then the date the first event occurred is the date from which the period to bring a legal action will begin to run. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of unauthorized paper debit on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the **"Electronic Banking Agreement"** sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

RETURN OF CANCELLED CHECKS

For some specific consumer and business checking accounts we currently offer three plans, with respect to the return of cancelled checks:

1. Check Safekeeping: paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid;
2. Image Checks on Statement: paid checks that are not returned - your statement will include a reduced image of the front of the check or front and back of a check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.) and
3. Returned Checks in Statement: paid checks that are returned with the statement - at our option, the paid checks may be a full-size image of the front and back of the paid check in addition to the number, amount and date the check is paid as part of the statement. (See the **CHECK 21** section for more information about substitute checks.)

Option 1 is what you will get unless you specifically ask for option 2 or 3. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* or *Business Pricing Information* brochure or agreement for your account. (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

NOW Accounts: Transaction accounts are NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least seven days' written notice prior to withdrawal or transfer of any funds on your NOW Account.

SAVINGS ACCOUNTS

By the term "savings" account we mean an account that earns interest but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit or certificate of deposit.)

We will provide you with a periodic (quarterly, monthly, annually based on your account type and account activity) statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

Savings Account Transaction Policy

Unlimited Transactions

Withdrawals and transfers from your savings or money market account made in person or at an ATM are unlimited.

Transfer and/or Withdrawal Restrictions

You are limited to six of the following transactions from your savings or money market account each account cycle:

- Preauthorized or automatic withdrawals or transfers including, but not limited to:
  - Automatic transfers from your savings account to cover an overdraft.
  - Online or mobile banking transfer of funds from your savings or money market account to third parties or to other deposit accounts at U.S. Bank.
  - Payments using U.S. Bank or external bill pay services.
  - Preauthorized ACH or electronic transfers.
  - U.S. Bank telephone banking or any other arrangement to pay a third party from your savings or money market account.
- Point-of-sale transactions with an ATM or debit card.
- Checks or drafts payable to third parties.

Excessive Transfers and/or Withdrawals

Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction. Refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure for additional information. We will send you notice after the first and second account cycle of excessive withdrawals or transfers. After three instances within the last 12 account cycle periods, of exceeding the allowable number of withdrawals or transfers, your savings/money market account will be either converted to a checking account or closed and funds placed in a new checking account and priced accordingly.

We reserve the right to require seven days' notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

S.T.A.R.T. PROGRAM AGREEMENT

(New enrollment discontinued as of November 15, 2015)

Savings Today And Rewards Tomorrow®

S.T.A.R.T. is a program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the "Program"), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

Enrollment Process and Eligibility

To be eligible for the Program, you must meet, and continue to meet, the following three requirements:

1. Open and/or maintain an active U.S. Bank Package, including:
   - A Silver, Gold or Platinum Package Checking account AND
   - A Package Money Market Savings account

   Note: Account ownership must be identical for both the package checking and package money market savings accounts.
2. Enroll in the Program.
3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

Qualifying Transfers Options

A qualifying transfer must occur at least once per month from your Package Checking account ("checking account") to your Package Money Market Savings account ("savings account"). Three transfer options are available for you to choose. You are required to set up at least one option but can utilize all three choices.

Note: Qualifying transfers may not be processed if your checking account has a negative Available Balance or if your balance would become negative as a result of the transfer.

1. Scheduled Transfer option: A recurring regularly scheduled transfer based on a specific amount transferred from the Package Checking to the Package Money Market Savings on a specific date(s) you select.

- Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. One-time or same-day transfers do not qualify.
- Example: Schedule a transfer of $10.00 from your checking account to your savings account on the 1st of each month.

2. Transfers Based on Debit Card Purchases: A recurring transfer from the Package Checking account to the Package Money Market Savings account based on each number of U.S. Bank Debit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between $.25 and $5.00 to transfer for each purchase transaction.

- The total number of debit card purchase transactions posted to your checking account each day will be multiplied by the per transaction dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The debit card must be associated with the enrolled checking account. For joint checking accounts, more than one debit card can be designated and a separate transfer will occur for the activity of each card.
- Example: You have selected a transfer amount of $.50. If five debit card purchases post on Tuesday, a transfer of $2.50 will occur on Wednesday (from your checking account to your savings account).

3. Transfers Based on Credit Card Purchases: A recurring transfer based on the number of U.S. Bank Credit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between $.25 and $5.00 to transfer from the Package Checking account to the Package Money Market Savings account for each credit card purchase transaction.
- The total number of credit card purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The credit card owner's name must also be an owner on the enrolled S.T.A.R.T. checking account. For joint checking accounts, more than one credit card can be designated, and a separate transfer will occur for the activity of each card.
- All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
- If more than one credit card is enrolled in S.T.A.R.T. for this transfer option, separate transfers will occur for the total purchases posted to each card.
- Example: You have selected a transfer amount of $3.00. If two credit card purchases post on Monday, a transfer of $6.00 will occur on Tuesday (from your checking account to your savings account).

S.T.A.R.T. Goals and Rewards

The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. Your Goal Balance is the account balance of your Package Money Market Savings account at time of enrollment, plus $1,000.00. You must reach Goal 1 before you become eligible for Goal 2.

S.T.A.R.T. Goal 1: When you reach the Goal 1 Balance in your Package Money Market Savings account AND a qualifying transfer occurs within 35 days of meeting the Goal 1 Balance, you will earn a $50.00 U.S. Bank Rewards Card.

S.T.A.R.T. Goal 2: When you maintain the Goal Balance in your Package Money Market Savings account for 12 consecutive months from the date of meeting Goal 1, you will earn a $50.00 U.S. Bank Rewards Card.

Note: Reward(s) will be sent to the primary savings accountholder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The accountholder is responsible for any applicable taxes. If your savings account is subject to State or Federal tax withholding, the amount of your U.S. Bank Rewards Card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of $100.00.

The U.S. Bank Rewards Card cannot be reloaded with additional funds, nor can it be used at an ATM. No cash access. Terms and conditions, including fees, apply. Visit usbankrewardscard.com for current terms. This Rewards Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2020 U.S. Bank. Lost or stolen cards can be replaced if the card number is available. Other conditions apply. See the cardholder agreement for complete details.

Monitor and Make Changes to your S.T.A.R.T. Selections

You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via online banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking (see last page for phone numbers). Additionally, S.T.A.R.T. mobile or email alerts can be set-up through online banking, and your monthly statements will provide S.T.A.R.T. progress information.

Program Termination

Your participation in S.T.A.R.T. will end if:

- You notify your banker that you no longer wish to participate in the Program.
- Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
- A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement.

TIME DEPOSITS

A time deposit is more commonly known as a certificate of deposit or CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call 24-Hour Banking, visit a local U.S. Bank branch, or go to usbank.com to find out what CD products and terms we offer.

If your time deposit, including single maturity, automatically renewable or Individual Retirement Account CDs, remains inactive for a pre-determined period of time, as required by state, and our attempts to find you fail we may transfer or escheat your funds to the state as required.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a pre-determined period of time, as required by state, and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

LIMIT OF LIABILITY

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices,** for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

ELECTRONIC MESSAGES AND AGREEMENTS

Many customers use the Internet and email as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to notify us of any changes to your email address.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to fraud_help@usbank.com.**

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS

We are a national bank with many locations. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation. We may accept and comply with legal process served by any means, whether in person, by mail, facsimile, electronic transmission, or other means. You agree that we may not contest such legal process.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as "legal process"), you understand and agree that we will pay all amounts in the account, or release information about your account, in satisfaction of the legal process and in compliance with our understanding of applicable law. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account owners. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorney's fees and expenses, arising out of the service of the legal process on us and our response to it.

If the legal process requires us to release information about one or more accounts for which combined statements are provided, we may release the entire combined statement even if other accounts on the statement are not covered by the legal process.

All legal process is subject to our rights of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle legal process pursuant to this part.

RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney's fees and expenses.

INCREASED COSTS TO MAINTAIN YOUR ACCOUNT

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your account that increase our costs to maintain your account (for example, a requirement for us to pledge property to secure your account above the amount of any deposit insurance on your account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your account.

CONSUMER REPORT DISPUTES

We may report information about your deposit accounts to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to:

U.S. Bank Attn: CBDH Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

ACCOUNT INFORMATION

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

1. reporting of interest you earn to federal and state tax authorities;
2. reporting of cash transactions that are at reportable limits;
3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
4. responding to subpoenas, court orders, or government investigations.

SETOFF

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, "account" includes any account you have with us or any of our divisions, departments, and affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. We will not be liable to you if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as the result of our enforcement of our rights of setoff in, or enforcement of our rights of setoff against, your account(s).

Our contractual right of setoff does not apply:

1. to an account that is an IRA or other tax-deferred retirement account;
2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to any security interest that we or an affiliate of ours might have in your deposit account.

SECURITY INTEREST IN ACCOUNTS

You grant to us and our affiliates, a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In order to provide us and our affiliates with control over your account and all property in your account for purposes of perfecting the security interest granted above, you agree that we shall comply with any and all order, notices, requests and instructions originated by us or any of our affiliates directing disposition of the funds in your account without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring items which are presented for payment.

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our security interest against the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account(s).

SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

RESOLUTION OF DISPUTES BY ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

Agreement to Arbitrate: Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

Claims Covered By Arbitration: Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in

contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account Agreement.

Claims Not Covered By Arbitration: Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

Commencing an Arbitration: The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- **The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this account Agreement. AAA's Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).**
- **JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this account Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll-free).**

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure: The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action or Joinder of Parties: You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs: Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first $2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Applicable Law: You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

Severability: Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

ATTORNEY'S FEES

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS – ALL ACCOUNTS

This funds availability policy applies to deposits into a checking or savings account made at a branch or ATM. This policy may not apply to deposits made remotely through a mobile or other electronic device.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Wealth Management Accounts and Retail Consumer and Business Accounts. We will make that clear in the section headings.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please review the product pricing information brochure for information regarding overdraft fees associated with your accounts.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

If a deposit is made after 8:00 p.m. (local time at the ATM location) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY – ALL ACCOUNTS

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first $225.00 from the total of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the $225.00 availability is subject to the rule in the section titled **Longer Delays May Apply.**

LONGER DELAYS MAY APPLY

Government Checks, Cashier's Checks, and Other Types of Special Checks. If you make a deposit of one of the following items in person to one of our employees, our policy is to make the funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled **Longer Delays May Apply – Safeguard Exceptions.**

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $225.00 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

WEALTH MANAGEMENT ACCOUNTS

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section above titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks** and **Other Accounts** may also apply.

DEPOSITS AT AUTOMATED TELLER MACHINES – RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS

Our Machines. If you make a deposit at a deposit-accepting ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit. However, in certain circumstances, and at U.S. Bank's discretion, the funds may not be available until the second business day after the day of deposit.

Partner ATMs. U.S. Bank has established alliances to expand ATM convenience. These partner ATMs display the U.S. Bank logo and are included in the definition of a U.S. Bank ATM. However, these ATMs generally do not accept deposits. If we permit a deposit at a partner ATM, your deposit will not be available until the fifth business day after the day of deposit.

Other Machines. Generally, deposits at an ATM that is not identified as ours with the U.S. Bank name are not permitted. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

SPECIAL RULES FOR NEW ACCOUNTS – RETAIL CONSUMER AND BUSINESS ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first $5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess amount over $5,525.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,525.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to seven business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

CASHING CHECKS
If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

OTHER ACCOUNTS
If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

ADDITIONAL TERMS FOR BUSINESS ACCOUNTS
All other sections of this Agreement apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). The following sections apply to accounts used primarily for business purposes.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL TRANSACTIONS
You agree that you, or anyone acting on your behalf, will not use your account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your account or terminate our banking relationship with you.

DEPOSIT OF PRE-AUTHORIZED DRAFTS
A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these "drafts" into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These "drafts" are checks you create based on information your customer provides you, such as the customer's name and account number, and the express permission your customer gave you to draw on his account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from: (a) the date of the authorization of a one-time draft; or (b) from the date of revocation of the authorization of recurring drafts. You agree to provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

EARNINGS CREDIT
Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. Your net service charge could be zero if your earnings credit equals or exceeds your total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS
When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

FACSIMILE SIGNATURES
You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

DEPOSITS
Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check(s) you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your remote deposit capture agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Deposit Preparation, Sorting, and Endorsements: You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. We require that you include the external processing code of "6" in Position 44 of the MICR line for all remotely created checks, and we reserve the right to dishonor any remotely created check that does not meet the requirement. You agree to indemnify us for any loss we incur that results from your failure to comply with these requirements.

Requalification: If you elect to have another bank or entity receive and process all of your returned checks, such other bank's endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

FRAUD PREVENTION MEASURES.
We offer certain products and services, such as "positive pay," and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any

unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

CUSTOMER SEGREGATED ACCOUNTS. Notwithstanding anything to the contrary in this Agreement or any other agreement, we will maintain all money designated as client money—by broker-dealers, future commission merchants, or derivatives clearing organizations—in customer segregated accounts in accordance with acknowledgement letters required by applicable SEC and CFTC rules and regulations.

ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking we will provide you with the U.S. Bank *Digital Services Agreement* that governs the use of all online and mobile services ("Digital Services").

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see last page for phone numbers), visit a local U.S. Bank branch or write to:

U.S. Bank 24-Hour Banking
EP-MN-WS5D,
60 Livingston Ave.,
St. Paul, MN 55107

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

TYPES OF TRANSACTIONS

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your bank and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Direct Deposits. You can arrange for direct deposits to your checking or savings account(s).

Preauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Expanded Account Access

What it is. Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual. Expanded Account Access is also applicable to your Digital Services.

The "cards" that can get Expanded Account Access. All U.S. Bank Debit Cards and ATM cards (excluding prepaid cards), and all U.S. Bank-issued Credit Cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

Fees and Charges for Expanded Account Access. There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* brochure. (This document can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable cardmember agreement.

How to Cancel. You can visit a branch or call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

Account Access at Automated Teller Machines

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts associated with your card. Cash denominations vary by ATM.
- Get cash advances from your credit card or line of credit account using your U.S. Bank Debit Card or ATM card. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts associated with your card. Deposit up to 30 checks and 50 bills in a single transaction. Instant availability for cash deposits if deposited before 6:00 p.m. local time in a non-envelope deposit ATM.
- Transfer funds from your account(s) associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your checking, savings, credit card and line of credit accounts associated with your card.
- Request a statement showing your most recent deposit account transactions. (Refer to the *Consumer Pricing Information* brochure regarding any fees for purchasing statements at ATMs. This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)
- Change your ATM or debit card PIN.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your U.S. Bank Debit Cards to make purchases at merchants that accept Visa® debit cards. You may use your U.S. Bank ATM Card and any of your U.S. Bank Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Partial Debit Card Transactions

Some merchants may be enrolled in Visa's Partial Authorization service. This means that if you chose 'No' to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized.

For example, if you attempt a $30.00 transaction when your account has an Available Balance of $20.00, your purchase may be approved for $20.00 instead of the entire transaction being declined.

Other Electronic Transactions

In addition to transactions initiated by using your U.S. Bank Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your U.S. Bank Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Debit Cards or U.S. Bank ATM Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for ATM cards are $300.00 per day for cash withdrawals and $1,000.00 per day for purchases. Our standard transaction limits for debit cards are $500.00 per day for cash withdrawals and $1,000.00 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are $3,000.00 per transaction and $10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When you use your U.S. Bank Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS.**

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Consumer Pricing Information* brochure. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, and the ATM does not participate in the MoneyPass® Network, you may be charged a fee by the ATM operator or any network used to complete the transfer. To find MoneyPass ATM locations, please visit www.moneypass.com.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your U.S. Bank Debit Card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Consumer Pricing Information* brochure for fee information. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) We may block transactions in certain foreign countries. Call us at 800.872.2657 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is $15.00 or less.

Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call U.S. Bank 24-Hour Banking or visit our online banking site at usbank.com to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled Dormant Accounts and Escheat (refer to page 14) and you have had no electronic activity, you will receive an annual statement.

PREAUTHORIZED PAYMENTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking or visit our online banking site at usbank.com.

Right to Stop Payment of Preauthorized Transfers

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers). You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to Savings Accounts, Withdrawal section on page 18 for additional details).

Authorized Transactions

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify U.S. Bank Fraud Liaison Center (see page 31) that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

U.S. Bank Fraud Liaison Center
877.595.6256

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or

- Access devices returned as undeliverable by postal service.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Zero Liability for All Transactions. Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Debit Cards, the associated account numbers printed on them (including purchases made over the phone or online) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic fund transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

After 60 Days from Statement Notice. If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all unauthorized electronic fund transfers that occur after that 60-day period expires if we could have prevented such transaction had you reported it to us within the 60-day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Online transactions, and purchases with any of your U.S. Bank Debit Cards, etc.) that occur after the 60-day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

MINNESOTA LIABILITY DISCLOSURE

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to actual damages or $500.00, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

BUSINESS DAYS

Bank "business days" are Monday through Friday. Federal holidays are not included.

CONFIDENTIALITY

We will disclose information to third parties about your account as permitted by law or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or
5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the last page, visit any U.S. Bank branch or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

U.S. Bank
EP-MN-WS5D
60 Livingston Ave.
St. Paul, MN 55107

Error resolution and contact information with respect to online banking services is provided in our *Digital Services Agreement.* The online banking site may be accessed by going to the U.S. Bank web site at usbank.com and following the directions to log in to online and mobile banking. More detailed information is available on request.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been

modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS

This section governs transactions initiated by you or your employees using a U.S. Bank Business Debit Card or ATM Card, or other U.S. Bank card products offered to business customers from time to time by U.S. Bank ("Business Debit Card(s)"). Your use of business debit cards is subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

ACCOUNT ACCESS

Any business debit card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business debit card, may access only related business checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor business debit cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business debit card selected by you and approved by us. All business debit card services may not be available depending on the access method selected.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described on page 26 and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Business Debit Cards or U.S. Bank Business ATM Cards, per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for business ATM cards are $500.00 per day for cash withdrawals and $2,500.00 per day for purchases. Our standard transaction limits for business debit cards are $500.00 per day for cash withdrawals and $10,000.00 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are $3,000.00 per transaction and $10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When you use your U.S. Bank Business Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS.**

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

Account Access at Automated Teller Machines

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts. Cash denominations vary by ATM.
- Get cash advances from your credit card or line of credit account. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts associated with your card. Deposit up to 30 checks and 50 bills in a single transaction. Instant availability for cash deposits if deposited before 6:00 p.m. local time in a non-envelope deposit ATM.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing statements at ATMs.)
- Change your ATM or debit card PIN.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make purchases at Visa® merchants that accept debit cards. You may use any of your business debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Employee Debit Cards and ATM Cards

Business debit cards issued to employees only allow ATM deposits at an automated teller machine. They do not allow ATM cash withdrawals. Employee ATM cards do not have purchase access at merchants.

Other Electronic Transactions

In addition to transactions initiated by using your business debit card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your Business Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Business Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, and the ATM does not participate in the MoneyPass® Network, you may be charged a fee by the ATM operator or any network used to complete the transfer. To find MoneyPass ATM locations, please visit www.moneypass.com.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your business debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Business Pricing Information* brochure for fee information. (This brochure can be obtained by stopping into a U.S. Bank branch. We may block transactions in certain foreign countries. Call us at 800.673.3555 for more information.) Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

BALANCE REQUIREMENTS

Transactions using your business debit card will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS AND SECURITY

You are solely responsible for maintaining the security of your business debit cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business debit cards, including business debit card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business debit card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

You are generally protected from all liability for unauthorized use of your business debit card.

The U.S. Bank Zero Liability policy is subject to certain conditions. If we determine that the unauthorized transaction was caused by your gross negligence or fraud, the U.S. Bank Zero Liability policy will not apply. You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice.

You must report an unauthorized debit card transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. If you fail to give us notice of an unauthorized debit card transaction within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all debit card transactions that occur after that 60-day period expires if we could have prevented such transaction had you reported it to us within the 60-day period.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to business accounts and we are not liable to reimburse you for unauthorized or erroneous transactions that may occur on your business account via electronic fund transfer.

If you believe that an erroneous or unauthorized transaction has occurred using your business debit card, or if your card has been lost or stolen, or if you want to cancel a business debit card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

U.S. Bank Fraud Liaison Center
877.595.6256

U.S. Bank 24-Hour Banking	
Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	**314.425.2000**
Minneapolis/St. Paul Metro Area:	**612.USBANKS (872.2657)**
Portland Metro Area:	**503.USBANKS (872.2657)**
All Other Areas:	**800.USBANKS**
Outside the U.S.:	503.401.9991 (call collect)

U.S. Bank Business Service Center	
Monday - Friday:	8:00 a.m. to 8:00 p.m. CT
Saturday:	8:00 a.m. to 6:30 p.m. CT
Minneapolis/St. Paul Metro Area:	651.244.7770
All Other Areas within the U.S.:	800.673.3555
Outside the United States:	503.401.9992

U.S. Bank Fraud Liaison Center
877.595.6256

U.S. Bank accepts relay calls.

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USB-AIB 5/11/20 Custom 201493587-020

ACCOUNT OWNER AUTHENTICATION AND ACCOUNT VERIFICATION SERVICE TERMS AND CONDITIONS SUPPLEMENT (AVS Basic)

This Supplement amends and forms a part of the U.S. Bank Master Services Agreement and the U.S. Bank Services Terms and Conditions (collectively, the "Agreement"). Customer agrees that Account Owner Authentication and Account Verification Service (the "Service") shall be governed by this Supplement and other relevant sections of the U.S. Bank Services Terms and Conditions. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the Agreement.

1. Definitions.

a. "Account Owner Authentication" mean a "yes", "no" or "conditional" response along with an overall match score to an Inquiry as to whether the presented identity elements match the identity elements on the presented account number.

b. "Account Status" means a response of Open, Closed, or Not Located to an Inquiry to indicate whether a presented account number is open, closed, or not located in databased maintained by Early Warning Services, LLC ("Early Warning").

c. "Response Data" consists of either (i) Account Status only, or (ii) both Account Status and Account Owner Authentication.

2. Disclaimer. The Response Data received from use of the Service is not a consumer report as defined in 15 U.S.C. §1681a(d) of the Fair Credit Reporting Act ("FCRA") (15 U.S.C. 1681 *et seq.*) and is not provided to be used, and shall not be used, as a factor in determining a consumer's eligibility for any purpose covered by the FCRA.

3. Use of Service and Response Data.

a. Prior to implementation of the Service, Customer must complete an eligibility form which Bank will review and submit to Early Warning. The application must be approved by Bank and Early Warning in their sole discretion.

b. Customer may use the Service (i) as a standalone product where Customer submits inquiry data directly to Early Warning through Bank's systems, or (ii) as an enhancement to another product offered by Bank (such as, but not limited to, Payee Choice, E-Pay, or eBill). When used as an enhancement to another product, the inquiry data will typically be provided by Customer's customers and submitted by product interface to Early Warning on Customer's behalf.

c. The accuracy of the Response Data is dependent on accurate inquiry data being submitted to Early Warning and the accuracy of Early Warning's database. Bank is not responsible for the accuracy of inquiry data provided to Bank, either by Customer or Customer's customers, for submission to Early Warning, or for the accuracy or timeliness of Response Data received from Early Warning. Customer acknowledges and agrees that Early Warning is not an agent of Bank. Customer uses Response Data at its own risk and Customer agrees that Bank shall have no liability with respect to Response Data.

d. Customer shall not (a) distribute, transmit, disseminate, or disclose, in any form or by any means, any part of the Response Data to any person or entity other than to the individual that is the subject of the Response Data, (b) allow any third party to access the Response Data, (c) sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity, or (d) merge, aggregate or compile Response Data into any other database for use in connection with future inquiries.

e. Customer shall not retain or store Response Data except to the extent necessary to comply with Applicable Laws. For as long as Response Data remains in Customer's possession, Customer shall be responsible for the continuing protection of such Response Data and for compliance with the requirements

of Section 4(d) of this Supplement, which survives termination of the Agreement or Customer's use of the Service. Customer shall not store Response Data outside of the United States without prior written approval from Bank and Early Warning.

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

g. Customer shall transmit all inquiries for the Service to Bank in accordance with the formatting and specification requirements established by Bank.

h. Upon request of Bank, Customer shall provide reasonable documentation to establish its compliance with the terms of this Supplement.

4. Early Warning Terms of Use.

a. Upon request by Customer, Early Warning shall provide to Customer a copy of its most recent Annual Risk Report (ARR), as well as any updated ARRs upon request from Customer.

b. If Customer requires to conduct an on-site audit of Early Warning's information security program outside of Early Warning's regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit. Any on-site audits outside of the regularly scheduled consolidated on-site audit periods shall not begin until the daily fee for each, as applicable, has been agreed upon by Customer and Early Warning. Fees related to these on-site audits will be billed to Customer separately from fees for the Service. However, any on-site audit that is triggered by a regulatory requirement or a court order will not result in a daily fee.

c. If Customer requires that Early Warning complete a questionnaire regarding Early Warning's information security program, then a fee shall be assessed to Customer for the questionnaire, as agreed upon by Customer and Early Warning. Any completion of a questionnaire in this instance shall not begin until the fee for each, if applicable, has been agreed upon. Fees related to the completion of questionnaires by Early Warning will be billed to Customer separately from fees for the Service.

d. In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Customer shall: (a) immediately notify Early Warning by calling (877) 275-7774, Option 4 and notify Bank by contacting its relationship manager; (b) conduct a forensics examination to determine to what extent Response Data were compromised; (c) provide to Early Warning and Bank, in writing, details concerning the breach, including: (i) nature and impact of the breach, (ii) assessment of immediate risk due to the breach, (iii) corrective actions already taken, and (iv) corrective actions to be taken; (d) cooperate with Early Warning, Bank, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by Applicable Law; and (e) take measures to restore and enhance its security policies and procedures to avoid further breaches.

e. Early Warning is a third-party beneficiary of this Supplement and Early Warning retains the right to enforce the terms of this Supplement against Customer.

f. Early Warning shall have no liability arising out this Supplement, including, without limitation, any duties or obligations (contractual, at law or otherwise) owed by Bank to Customer or by Customer to Bank.

g. If Customer receives notice, from any source that Customer, any individual or entity that holds a controlling interest in Customer, any member of Customer's board of directors or equivalent governing body, any officer or manager of Customer, or any other employee of Customer who has access to Response Data or has decision-making authority on how the Service is used or marketed, is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Customer will immediately notify Bank and Early Warning of such investigation or other action. Upon such notification, Bank or Early Warning may, in their sole discretion, cease providing responses comprised in whole or in part of Response Data or providing the Service to Customer.

5. Authorized Uses for Non-Governmental Entities. Customers which are not governmental entities shall use the Service and Response Data solely for the purposes described below.

a. For Inquiries based upon Account Status data:

(i) To validate whether an account is open or closed in determining whether to accept or decline an item as payment for good or services;

(ii) To determine whether to allow an account or application to be enrolled for use in connection with future transactions by validating that the account is open or closed.

b. For Inquiries based upon Account Owner Elements data:

(i) To determine whether to accept or decline an item as payment for goods or services by validating that the consumer presenting such item is an authorized accountholder, user, or signatory of the account on which the item is drawn;

(ii) To determine whether to accept or decline an item as payment for goods or services by validating that the company name associated with such item is the company name of the account on which such item is drawn;

(iii) To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds;

(iv) To determine whether to allow the account to be enrolled for use in the connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user, or signatory of the account; or (b) the company name is associated with the account.

6. Authorized Uses for Governmental Entities. Customers which are governmental entities may only use Response Data as follows; provided, however, such Customer may not refuse or decline a consumer, or a company transaction or request based solely on such Response Data:

a. For Inquiries based upon Account Status Data:

(i) To determine if information provided by an individual or a company meets the National Institute of Standards and Technology (NIST) Level 2 and/or Level 3 identification and authentication requirements;

(ii) To validate the existence of an account and the associated Account Status data in determining whether to accept or decline an item as payment for goods or services or as otherwise related to a government program;

(iii) To validate the existence of an account in determining whether to issue a government disbursement.

(iv) To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.

b. For Inquiries based upon Account Owner Elements data:

(i) To direct requests for account verifications the financial services organization or entity which maintains the account;

(ii) To determine if information provided by an individual or a company meets the NIST Level 2 and/or Level 3 identification and authentication requirements;

(iii) To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds; and

(iv) To determine whether to allow the account to be enrolled for use in connection with future transactions by validating that: (a) the consumer is an authorized accountholder, used or signatory of the account; or (b) the company name is associated with the account.

7. Restrictions on Use of Account Status Data. With regard to Account Status data, Customer shall not refuse or decline an Item based solely on the following Response Data: No Information; No Known Information; or Not Located.

8. Termination or Suspension of the Service. In addition to the termination and suspension rights provided to Bank in the Agreement, Early Warning or Bank may suspend or terminate the Service upon notice to Customer if Customer: (i) fails to comply with the requirements of this Supplement or to provide sufficient proof of compliance upon reasonable request, (ii) intentionally or unintentionally uses or discloses data contrary to this Supplement or in violation of Applicable Law, or (iii) experiences an incident that jeopardizes the security of any Response Data in its possession.

9. Sales Tax. To the extent the Service is subject to sales tax, Bank retains the right to collect taxes from Customer unless Customer provides an exemption certificate.

PART III – List of Documents, Exhibits and Other Attachments

Section J

Appendix D

List of Applicable DOE Directives & External Requirements

SECTION J - APPENDIX D
LIST OF APPLICABLE DOE DIRECTIVES & EXTERNAL REQUIREMENTS

DOE DIRECTIVES	
DIRECTIVE NO.	**DIRECTIVE TITLE**
CRD O 140.1A	INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD
CRD O 142.2A Admin Chg 1	VOLUNTARY OFFER SAFEGUARDS AGREEMENT AND ADDITIONAL PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
CRD M 142-2-1Admin Chg 1	MANUAL FOR IMPLEMENTATION OF THE VOLUNTARY OFFER SAFEGUARDS AGREEMENT AND ADDITIONAL PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
CRD O 142.3C	UNCLASSIFIED FOREIGN NATIONAL ACCESS PROGRAM
CRD O 144.1 Admin Chg 1	DEPARTMENT OF ENERGY AMERICAN INDIAN TRIBAL GOVERNMENT INTERACTIONS AND POLICY
CRD O 150.1B	CONTINUITY OF PROGRAMS
CRD O 151.1E	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
CRD O 200.1A Chg. 2 (LtdChg)	INFORMATION TECHNOLOGY MANAGEMENT
CRD O 205.1D	DEPARTMENT OF ENERGY CYBERSECURITY PROGRAM
CRD O 206.1A	DEPARTMENT OF ENERGY PRIVACY PROGRAM
CRD O 206.2 Chg 1 (LtdChg)	IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT (ICAM)
CRD O 210.2A	DOE CORPORATE OPERATING EXPERIENCE PROGRAM
CRD O 221.1B	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
CRD O 221.2A	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
CRD O 225.1B	ACCIDENT INVESTIGATIONS
CRD O 227.1A Chg 1 (AdminChg)	INDEPENDENT OVERSIGHT PROGRAM
CRD O 231.1B Admin Chg 1	ENVIRONMENT, SAFETY AND HEALTH REPORTING
CRD O 232.2A Chg 1 (MinChg)	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
CRD O 241.1C	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
CRD O 243.1C	RECORDS MANAGEMENT PROGRAM
CRD O 252.1A Chg 2 (AdminChg)	TECHNICAL STANDARDS PROGRAM
CRD O 313.1	MANAGEMENT AND FUNDING OF THE DEPARTMENT'S OVERSEAS PRESENCE
CRD O 410.2 Admin Chg 1	MANAGEMENT OF NUCLEAR MATERIALS
CRD O 411.2	SCIENTIFIC INTEGRITY
CRD O 413.2C Chg1 (MinChg)	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
CRD O 413.3B Chg 7 (LtdChg)	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS

DOE DIRECTIVES	
DIRECTIVE NO.	**DIRECTIVE TITLE**
CRD O 414.1E	QUALITY ASSURANCE
CRD O 415.1 Chg. 2 (MinChg)	INFORMATION TECHNOLOGY PROJECT MANAGEMENT
CRD O 420.1C Chg. 3 (LtdChg)	FACILITY SAFETY
CRD O 420.2D	SAFETY OF ACCELERATORS
CRD O 422.1 Chg. 4 (LtdChg)	CONDUCT OF OPERATIONS **
CRD O 425.1E	VERIFICATION OF READINESS TO STARTUP OR RESTART NUCLEAR FACILITIES
CRD O 426.2A Chg 1 (AdminChg)	PERSONNEL SELECTION, TRAINING, QUALIFICATION, AND CERTIFICATION REQUIREMENTS FOR DOE NUCLEAR FACILITIES
CRD O 433.1B Chg. 1 (Admin Chg)	MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
CRD O 435.1 Chg 2 (AdminChg)	RADIOACTIVE WASTE MANAGEMENT
DOE M 435.1-1A Chg 3 (LtdChg)	RADIOACTIVE WASTE MANAGEMENT MANUAL
CRD O 440.2C Chg 3 (LtdChg)	AVIATION MANAGEMENT AND SAFETY
CRD M 441.1-1 Chg. 1 (AdminChg)	NUCLEAR MATERIAL PACKAGING MANUAL
CRD O 442.1B	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM
CRD O 442.2 Chg 1 (PgChg)	DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH
CRD O 443.1C Chg. 1 (LtdChg)	PROTECTION OF HUMAN RESEARCH SUBJECTS
CRD O 452.7 Chg. 1 (AdminChg)	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS
CRD O 452.8	CONTROL OF NUCLEAR WEAPON DATA
CRD O 456.1A	THE SAFE HANDLING OF UNBOUND ENGINEERED NANOPARTICLES
CRD O 457.1A	NUCLEAR COUNTERTERRORISM (applies only to Facility Clearance 16501)
CRD O 458.1 Chg. 5*	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
CRD O 460.1D Chg 1 (LtdChg)	HAZARDOUS MATERIALS PACKAGING AND TRANSPORTATION SAFETY
CRD O 460.2B	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
CRD O 461.1C Chg 1 (MinChg)	PACKAGING AND TRANSFER FOR OFFSITE SHIPMENT OF MATERIALS OF NATIONAL SECURITY INTEREST
CRD 470.1A	SAFEGUARDS AND SECURITY PROGRAM OPERATIONS MANAGEMENT
CRD O 470.3C Chg 2 (LtdChg)	DESIGN BASIS THREAT (DBT)
CRD O 470.4C	SAFEGUARDS AND SECURITY PLANNING
CRD O 470.5A	INSIDER THREAT PROGRAM

DOE DIRECTIVES	
DIRECTIVE NO.	**DIRECTIVE TITLE**
CRD O 470.6 Chg. 1 (MinChg)	TECHNICAL SECURITY PROGRAM
CRD O 471.1B	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
CRD O 471.5	SPECIAL ACCESS PROGRAMS
CRD O 471.6 Chg 4 (LtdChg)	INFORMATION SECURITY
CRD O 471.7	CONTROLLED UNCLASSIFIED INFORMATION
CRD O 472.2A Chg. 1 (LtdChg)	PERSONNEL SECURITY
CRD O 473.1A	PHYSICAL PROTECTION PROGRAM
CRD O 473.2A	PROTECTIVE FORCE OPERATIONS
CRD O 474.2A	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
CRD O 475.1	COUNTERINTELLIGENCE PROGRAM
CRD O 475.2B	IDENTIFYING CLASSIFIED INFORMATION
CRD O 483.1B Chg. 3 (MinChg)	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
CRD O 484.1 Chg 4 (LtdChg)	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY
CRD O 486.1A	FOREIGN GOVERNMENT SPONSORED OR AFFILIATE ACTIVITIES
CRD O 520.1B Chg 2 (LtdChg)	FINANCIAL MANAGEMENT AND CHIEF FINANCIAL OFFICER RESPONSIBILITIES
CRD O 522.1A Chg. 1 (LtdChg)	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
CRD O 550.1 Chg 1 (LtdChg)	OFFICIAL TRAVEL
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES
DOE/RL-94-02, Rev. 9	HANFORD EMERGENCY MANAGEMENT PLAN– APPLICABLE TO PNNL-MANAGED FACILITIES AND ACTIVITIES ON THE HANFORD SITE
DOE/RL-2001-36	HANFORD SITE TRANSPORTATION SAFETY DOCUMENT, REV. 2

*** The Contractor's responsibility to implement CRD O 458.1, Chg. 5 "Radiation Protection of the Public and the Environment" is limited to paragraphs 2.d., 2.g., and 2.k.**

**** In addition to the PNNL Hazard Category 2 nuclear facility, this CRD is applicable to the Testing and Validation Area 2 of the Grid Storage Launchpad facility.**

PART III – List of Documents, Exhibits and Other Attachments

Section J

Appendix L

Special Emphasis Activities

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Appendix L

Special Emphasis Activities

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I. INTRODUCTION

a) This appendix serves to capture special emphasis activities not specifically covered or addressed elsewhere under this contract.

b) This Appendix L may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Appendix L be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix L shall be accomplished by executing a modification to the prime contract.

c) The Contractor may propose exceptions to the provisions of Appendix L when such exceptions are in the best interest of contract operations, beneficial to the government, or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer (CO).

II. SEPARATE NON-CONTRACT BUSINESS/PHILANTHROPY

a) Battelle will deliver a written approach to managing non-contract activities and accounting for unallowable expenses that demonstrates separation of non-contract business activities (Battelle's corporate activities versus Battelle's PNNL) and assurance that proper accounting treatment of unallowable costs exists, including assurance activities.

The approach will align to the following principles:

1. Battelle may continue to use systems established and maintained for the PNNL contract to account for unallowable costs and activities subject to robust assurance, active review/audit, and alignment with federal expectations.
2. All expressly unallowable, prohibited, and/or otherwise not approved categories of cost will continue to be unallowable.
3. All Battelle Corporate philanthropy will be dispersed by its corporate offices in Columbus, Ohio.
4. All management and administration of Battelle retained lands not associated with this contract will be conducted by Battelle in its corporate capacity.
5. All unallowable costs will be appropriately burdened per Cost Accounting Standards.

6. Labor in support of unallowable activities will be charged to unallowable (the labor and cost associated with procuring alcohol are considered unallowable); Battelle audit will be charged to actively assure this.
7. Labor in support of personal activities (for example, Team Battelle) must be charged to unallowable.
8. Allowable time may not be charged while consuming alcohol.
9. Battelle will provide annual training to staff on allowable employee activities regarding non-technical boards, committees, and memberships. Training will include the necessity of staff to identify unallowable costs, will provide relatable examples, and highlight equitability in charging practices to assure recording of unallowable time.
10. Participation in non-technical boards, panels, committees, and memberships must be reviewed and approved by the cognizant supervisor. A record of such approvals shall be retained and readily accessible by internal audit.

b) The written approach to managing these activities and expenses will include the following elements:

1. Approach to accounting for, and charging, costs for unallowable activities performed by a variety of staff depending on the activity and organization.
2. Documentation of assurance activities in place for unallowable activities, including but not limited to:

    - Time billing policy training
    - Onboarding staff
    - Communications and education campaigns
    - CAS405 annual report
    - Audits and assessments

3. Approach to educate staff on the approved allowable activities on non-scientific boards, committees, memberships, etc. to include training materials and communications to staff.

III. PNNL ADVISORY COMMITTEE

Establish and implement a regional university advisory group for PNNL through a University of Washington (UW) and Washington State University (WSU) advisory committee.

Charter for a Regional University Advisory Group:

a) Steward: PNNL Laboratory Director

b) Purpose: The Regional University Advisory Group (RUAG) will provide viewpoints on strategic issues relative to PNNL and provide the perspectives of our leading regional university partners, UW and WSU. In addition to elements of specific charge, the RUAG may elevate and integrate insight gained from service on a range of other review and advisory bodies. The intent is to obtain information from individual attendees as opposed to advice, opinions or recommendations from the group acting in a collective mode.

c) Responsibilities: A charge will be developed and coordinated in advance of each annual meeting. Members will attend discussions and provide advice at annual meetings when called upon. Members will consult with other leaders at their respective universities around the charge and specified topics in advance of meetings. Members will jointly brief laboratory and Pacific Northwest Site Office leadership at the conclusion of meetings.

d) Membership: Membership will consist of at least two members each from UW and WSU. Members will be senior leaders who are familiar with PNNL, its leadership team, its strategic direction, and the Department of Energy. Members will be able to represent the views of university leadership. Members may not serve on Battelle governance committees but may participate in PNNL review, advisory, or assurance committees.

IV. CAMPUS MODERNIZATION AND INVESTMENT PLAN

Establish an integrated 5-Year Campus Modernization and Investment Plan

A. Battelle proposes the following vision for PNNL campus 2027:

At the end of FY 27 PNNL will be a modern, mission-ready, and sustainable campus. This will be achieved through an integrated Campus Strategy guided by mutually agreed-upon Principles.

B. Battelle proposes these Principles to guide modernization and investment planning:

1. Mission Strategy Alignment: Facilities and Infrastructure (F&I) Investment will align to mission and infrastructure requirements
2. Decadal Planning: PNNL is an enduring entity, and as such site investments will be planned and executed so as not to constrain the future for short-term opportunities.
3. Shared Investment Responsibilities:
   a. PNNL will invest internal resources to maintain, replace, and modernize facilities and infrastructure, address gaps, and prepare the site for future development.

   b. Direct Sponsor Funding/Program investments will be sought to meet

programmatic need and enhance or increase capabilities necessary to execute their mission.

C. Battelle will deliver the following Primary Outcomes:

1. Increase Laboratory level investment to support anticipated lab growth during term of contract.
2. Energy Sciences Center (ESC) and Grid Storage Launchpad (GSL) Line-Item delivery and relocations.
3. Lease Reduction and Renegotiation:
   a. Exit APEL, Salk, SEF, and MSL-7 facilities.
   b. Re-negotiate or develop exit plans for BSEL and 2400 Stevens Avenue.
4. Revitalization and Renewal:
   a. Extend Life of RPL and 300 Area per NNSA/SC MOA.
   b. Modernize and/or replace aged, degraded, or sub-utilized facilities.
   c. Plan stewardship actions irrespective of programmatic funding.
   d. Maintain or reduce DOE deferred maintenance.
5. Position for the Future
   a. Install infrastructure to support future site development.
   b. Work with Office of Science on potential M2PC needs.
   c. Work with other mission partners on potential investments.
   d. Implement National Security Complex plans.

D. Battelle documented the strategy, project integration, and investment responsibility for achieving these outcomes in the PNNL FY 24 Lab Plan. This plan was subsequently revised to align with adjusted investment parameters, as documented in letter OUT-0322-2025. Battelle will adhere to the adjusted overhead investment commitments detailed in Table 1. Should business volume growth exceed the revised forecast, increased investment for G&A/MCE shall be sought and Battelle shall be prepared with shovel-ready projects focused on achieving the Primary Outcomes in Section IV(C) of this appendix, modernizing the campus (G&A/MCE) and reducing deferred maintenance (Planned Major Maintenance).

Any changes to Table 1, PNNL overhead investment commitment, require PNSO review and approval.

Table 1: Revised PNNL overhead investment commitment FY23-FY27

	FY23	FY24	FY25	FY26	FY27
Total ($K)	**63,865**	**69,038**	**75,272**	**61,058**	**79,140**
Institutional	**55,620**	**52,600**	**57,700**	**43,155**	**61,960**
PNNL G&A[1]/MCE[2]	34,945	30,075	34,800	20,255	38,560
PMM[3]/MC[4] (FSSC[5])	7,675	8,525	8,400	8,400	8,400
PM/CM[6] (FSSC)	13,000	14,000	14,500	14,500	15,000
Targeted	**8,245**	**16,438**	**17,572**	**17,903**	**17,180**
RPL Adder[7]	2,000	2,000	2,000	2,000	2,000
NSM Adder[8]	6,245	14,438	15,572	15,903	15,180

[1] General & Administrative
[2] Minor Construction & Equipment
[3] Planned Major Maintenance
[4] Minor Construction
[5] Facilities Space Service Center
[6] Preventative Maintenance / Corrective Maintenance
[7] Radiochemical Processing Laboratory Adder
[8] National Security Mission Adder

Revision 0 Notes (February 2022; FY22 Notable 7.1.1, Deliverable 8a):

1) Based on outyear growth forecast for FY22-25 at 6% and 5% for FY 26-27; should growth not be realized funding commitments may be revised

2) Institutional Investment (No ROO, programmatic, individual research driven needs, or normal OSD operations, and not only capital) (project associated PD-1 & forced moves allowed)

Revision 1 Notes (August 2025):

1) FY26 G&A/MCE level was revised following FY25 actual and FY26 expected growth to be significantly lower than the 6% and 5% respectively

2) Investment levels for FY27 will be revisited once FY27 budget clarity improves

(1627)

V. COMMUNITY COMMITMENT PLAN

Battelle will deliver a community commitment plan that will enhance Contractor and PNNL partnerships with diverse communities and engage regional stakeholders in issues and challenges of mutual interest. Battelle investments will strengthen engagement and outreach and will dedicate its people, partnerships, philanthropy, and fee to help the communities in which it operates thrive. The Plan will outline areas of Battelle investment commitments and the associated benefits, to include the following key elements:

A. Community Engagement:

- Foster a culture of giving, volunteerism, and public service

- Target and support volunteer (Team Battelle) and philanthropy (Battelle grant) efforts to support and expand the 125 non-profit, education and community organizations with which Battelle has established relationships
- Direct philanthropic grants to address regional challenges in STEM Education, health and human services, and civic programs and projects, particularly in underserved and underrepresented communities.
- Support employee charitable giving and facilitate participation of senior leaders and employees on non-profit and volunteer community initiatives and boards*.

B. Economic Development:

- Address community challenges and foster innovation, development, and quality of life in local communities
- Develop and sustain meaningful partnerships, for example: Tri City Development Council (TRIDEC), Tri-Cities Regional Chamber of Commerce, Visit Tri-Cities.
- Invest in community and association strategic partnerships by sponsoring initiatives and events that address topics of mutual interest to the community and Battelle*.
- Provide Battelle seed funding, award grants, and leadership to establish the foundational elements (i.e., catalyze, incubate, pilot) for longer-term strategic endeavors of value and interest to the region.
- Direct the use of unallowable funds for food, alcohol, catering services, entertainment and lodging to support small, diverse businesses and vendors in the local community and region.

C. STEM Education and Workforce Development:

- Invest in people, initiatives and programs that accelerate STEM education and energy workforce development initiatives
- Identify and invest in strategic educational endeavors and partners that accelerate STEM learning initiatives, aligned with Battelle and PNNL educational and science priorities.
- Support and accelerate regional education outreach programs, particularly in rural, underserved, underrepresented communities.

* Separate and distinct from PNNL mission-specific board, initiative, or sponsorship participation that may occur before, during, or after establishment of an effort.

VI. INCREASE CORPORATE COMPENSATION INCENTIVES

Battelle will use corporate resources to attract and retain top talent.

Battelle will use corporate resources, including in-kind contributions and unallowable funds, to attract, retain, and nurture top talent.

a) Attracting and retaining top talent

1. Battelle will provide funds as necessary to augment the compensation needed for its top executives and other strategic hires (for example, when total compensation exceeds the FAR limit). This will be done consistent with current compensation guidance to preserve internal equity.
2. Battelle will provide funds as necessary to help recruit select strategic talent (i.e., when relocation and benefits exceed what is allowable by Pacific Northwest Division policy or federal statute).
3. Battelle will commit Use-at-Facility Funds (UAFF) resources as available and appropriate as part of start-up and retention packages for select strategic hires. For example, UAFF funds might be used to purchase a piece of research equipment to complement LDRD and/or sponsor funding.
4. Battelle will use in-kind corporate resources, including Battelle corporate executive time and the corporate jet to help recruit select strategic talent.
5. Battelle will leverage corporate advertising budgets to raise awareness of the DOE national labs in general and PNNL specifically. Such advertising would focus on the compelling and attractive missions of DOE and its labs, helping to build DOE brand recognition.

b) Nurturing top talent

1. Battelle will provide in-kind resources and funds to support select staff development programs. For example, Battelle will cover the salaries of corporate personnel who participate in the development and delivery of these programs.
2. Battelle will design an executive leadership development program tailored to the needs of PNNL.