Attachment 2 Request for Proposal For Banking City of Costa Mesa J.P.Morgan

City of Costa Mesa

Proposal in Response to Banking Services RFP

Due: December 4, 2015

JPMorgan Chase Bank, N.A.

Prepared by:

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Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by J.P. Morgan.

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All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax, and credit due diligence. The Agency will be required to sign an agreement with J.P. Morgan. J.P. Morgan does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services hereunder for the needs and requirements of its business.

J.P. Morgan may not be able to provide certain of the products or services described herein or requested by you unless J.P. Morgan confirms that such requested products or services would not cause J.P. Morgan to be considered a "Municipal Advisor" under Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), or are otherwise excluded or exempt under the Municipal Advisor Rules. J.P. Morgan is not recommending that you take action or refrain from taking action or providing any advice. Products or services described in this proposal are hereby qualified and may only be provided to the extent J.P. Morgan would not be considered a Municipal Advisor.

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This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements.

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The following is required pursuant to regulations adopted under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001:

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.



Tab A – Table of Contents

| Vendor Application Form and Cover Letterii |
|--|
| Tab A – Table of Contentsvii |
| Tab B – Bank Services to Public Sector |
| Tab C – References 8 |
| Tab D - Collateralization of Deposits 10 |
| Tab E - Deposit Compensation12 |
| Tab F - Demand Deposit Accounts |
| Tab G – Automated Clearing House (ACH) Services 16 |
| Tab H – Wire and Other Transfers18 |
| Tab I – Deposit Transmittal Process |
| Tab J – Payroll Tax Processing |
| Tab K – Interagency Activity/LAIF Transfers27 |
| Tab L - Balance and Detail Reporting29 |
| Tab M – Daylight Overdraft Protection |
| Tab N – Conversion Plan |
| Tab O – Business Continuity Plan40 |
| Tab P – Banking Services Bid Form |
| Tab Q - Sample Reports to Submit |
| Tab R - Relevant Contract, Agreements and Statements to Submit49 |
| Tab S – Financial Statements and Ratings 50 |
| Tab T – Sample City Agreement, Mandatory Insurance Requirements |
| Tab U – Service Enhancement and Industry Best Practices 53 |

Attachment

- **Attachment 1. Sample Account Terms and Agreements**
- Attachment 2. Availability Schedule
- Attachment 3. J.P. Morgan ACCESS Online Hardware and Software Specifications
- Attachment 4. J. P. Morgan ACCESS Online Sample Reports
- Attachment 5. Business Resiliency Plan Overview
- Attachment 6. Sample Implementation Plan
- Attachment 7. Sample Account Analysis and Bank Statement User Guide



Tab B - Bank Services to Public Sector

Please respond to the following sections:

 Institution Overview - General overview of the financial institution, governmental client services philosophy, corporate organization, including identification of the government services unit, location of corporation, processing center, branch localities, hours of operation and banking holidays.

JPMorgan Chase is a leading global financial services firm with assets of more than \$2.5 trillion. The firm is a leader in investment banking; financial services for consumers and businesses, financial transaction processing, asset and wealth management and private equity. A component of the Dow Jones industrial average, JPMorgan Chase & Co. has its corporate headquarters in New York. Under the J.P. Morgan and Chase brands, the firm serves millions of consumers in the United States and many of the world's most prominent corporate, institutional and government clients. Information about the firm is available on the Internet at www.jpmorganchase.com.

Our leadership position is illustrated by our top rankings in a number of transaction categories: sameday transfers (book, Fedwire, CHIPS and total), remote check clearing, and ACH originations (debit and total) (Ernst & Young, 2014). J.P. Morgan has ranked consistently as a top originator of ACH transactions since the founding of the ACH network. With offices in 118 U.S. cities and 14 international locations, Commercial Banking provides comprehensive financial solutions, including lending, treasury services, investment banking and asset management to meet its clients' domestic and international financial needs.

As of October 1, 2015, JPMorgan Chase & Co. has:

- Headcount of 237,459 employees worldwide
- Market capitalization of \$250.5 billion
- Deposits of \$1.2 trillion
- Loans of \$791.2 billion
- Total stockholder equity of \$241.2 billion
- Tier 1 and total risk-based capital ratios 12.8% (est.) and 14.3% (est.), respectively
- As of September 9, 2015 the level of California Local Agency deposits was approximately \$325 million

Government Client Service Philosophy

We are proactive and provide regular relationship reviews, training opportunities and client discussions to ensure that City staff stays up-to-date on the latest in banking technology, operational best practices and other related topics of interest.



Primary Locations

The City will have an experienced and reliable government relationship team located at the firm's Southern California Headquarters in Irvine, CA. The team will be responsible for responding to your inquiries and requests for services, while attending to daily activities regarding your financial matters and accounts. This team is made up of professionals that provide answers by taking time to understand your business, listening carefully and proactively providing ideas.

Our 5 commercially enabled branches near the City's location, along with hours of operation, are listed in the table below. J.P. Morgan offers several other options for the City to consider for its depository needs and our team will work with City staff to determine the most efficient, secure and cost-effective way to handle these deposits. The deposit cutoff time is the branch closing time Monday through Friday, 6:00 p.m. local time for branches in the City's area. Branch hours are subject to change and will be posted at each branch location.

| Branch Name | Address | Hours of Operation (Local Time) |
|------------------------------|--------------------------------|------------------------------------|
| Baker Street | 1455 Baker St | Mon-Fri 9:00 - 6:00 |
| | Costa Mesa, CA 92626 | Sat 9:00 - 4:00 |
| Newport Blvd and 17th Street | 105 E 17th St | Mon-Fri 9:00 - 6:00 |
| | Costa Mesa, CA 92627 | Sat 9:00 - 4:00 |
| Irvine and 17th | 1000 Irvine Ave | Mon-Fri 9:00 - 6:00 |
| | Newport Beach, CA 92660 | Sat 9:00 - 4:00 |
| MacArthur Fairview | 2781 W Macarthur Blvd, Ste F-1 | Mon-Fri 9:00 - 6:00 |
| | Santa Ana, CA 92704 | Sat 9:00 - 4:00 |
| South Coast | 3600 S Bristol St | Mon-Fri 9:00 - 6:00 |
| | Santa Ana, CA 92704 | Sat 9:00 - 4:00 |

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

The Corporate Office is located Southern California in Irvine, California. The Relationship team is based out of the Irvine location. Below is the address:

Corporate Office

JPMorgan Chase Bank, N.A. 3 Park Plaza Irvine, CA 92614

Correspondent Bank Relationship

Not applicable.



• Experience - Describe the institution's direct experience in servicing public sector clients. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and the institution's knowledge of and adherence to the California Government Code including collateralization requirements, and other applicable federal and state laws. Will the institution be able to comply with transaction confirmation and respond to other requests for data as needed (i.e. from the City's auditors)? What role does technology play in the delivery of services?

J.P. Morgan's Government Banking practice is a group of over 450 professionals, including bankers, treasury service professionals, credit specialists, client service experts, and administrative and sales support personnel who are dedicated to serving the government sector. This team is part of our Commercial Bank's Middle Market & Specialized Industries group and we support more than 2,350 active State, County, and Municipal customer relationships in more than 28 states. As of June 30, 2015, these clients represent more than \$45.9 billion in public funds on deposit.

Many firms say Treasury Services is a core competency but what distinguishes J.P. Morgan is that many of our capabilities have been designed and implemented for the government sector. Clients range from smaller utility districts to the Federal Government. Our experience in this sector provides us with a unique perspective that allows us to consistently find ways for our clients to achieve greater efficiency, reduce costs, and improve the experience for your constituency.

By working with J.P. Morgan's dedicated public sector experts, the City will have access to decades of real-world experience and proven solutions with select products tailored for government entities. We have served as a trusted financial institution to local governments across the United States that oversee tax processing, utilities, finance, planning and development, procurement, and public safety and disaster relief. Your J.P. Morgan government banker and team think long-term and deliver industry insights that can help you reduce costs, drive efficiency and improve service.

We believe that J.P. Morgan's extensive public sector experience will be an asset for the City in terms of cost savings and revenue enhancements as entities are pressured with budget reductions. J.P. Morgan is committed in developing a strong and lasting relationship with the City. We are more than a depository—we are a trusted part of your team. Our relationship and support teams will give every applicable department within the City detailed support and recommended best practices.

JPMorgan Chase Bank, N.A. is a qualified depository for public funds in California, cementing our commitment to the State of California and to the unique needs of its counties, cities and other public agencies.

The bank is capable of providing all services requested by the City in this RFP and has the ability to adhere to the California Government Code and other applicable laws.

 Relationship Management – Identify the size and scope of your California-based public banking unit, bank officers responsible for the City's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Kerwin Deese will serve as City of Costa Mesa's Banker and Relationship Manager. Your Treasury Services Relationship Manager, Beth Davidson, will lead the Treasury Services team. All of your day-to-day account handling will be managed by a dedicated Client Service Professional (CSP) Jeff McCullough. Your local team will also serve as key contacts for the various City agencies utilizing the Bank's services.



Kerwin P. Deese



Role Relationship Manager

Address 3 Park Plaza, Suite 900 Irvine, CA 92614

Phone (949) 833-4061

Fax (949) 264-1315

Email kerwin.p.deese@jpmorgan.com

Responsibilities

Kerwin will lead the City's banking team focusing on the quality delivery of our services. He will:

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

Biography

Kerwin P. Deese has over 12 years of banking and account management experience and is focused exclusively on public sector clients in Southern California. He primarily serves large municipalities and water districts in the region, and provides financial consultation for the financing of working capital, fixed assets and other forms of required capital. Kerwin previously served as a banker and commercial credit officer to the middle market where he provided treasury and financing solutions to help his clients streamline their operations and grow their businesses. His cash management and credit underwriting experience allows him to be a valuable resource in helping his government clients with operational efficiency and risk management initiatives.

A graduate of Florida State University, Kerwin holds a double major in Multinational Business Operations and Marketing. He is an active member of the California Municipal Treasurers Association and California Society of Municipal Finance Officers.

Beth Davidson



Role Treasury Management Officer

Address 3 Park Plaza, Floor 9 Irvine, CA 92614

Phone (949) 833-6637

Fax (949) 833-4737

Email <u>elizabeth.l.davidson@jpmorgan.com</u>

Responsibilities

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

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

Biography

Beth Davidson is the treasury management officer that supports public sector entities in Southern California.

Prior to moving to California in 2013, Beth supported public sector clients in the greater Houston area and has worked with municipal clients for the past five years to solve their cash management challenges. She provides support for receivables, payables and liquidity to help her clients manage their unique cash management objectives. Beth prefers a consultative and collaborative approach when discussing treasury solutions with her clients.

Beth joined J.P. Morgan in 2005 and has worked in corporate accounting, retail banking and treasury services operations. She earned her Bachelor of Science in Finance and Political Science in 2006 from Miami University.

Jeff McCullough



Role Client Service Manager

Address 201 North Central Avenue, 7th Floor

Phoenix, AZ 85004

Phone (602) 221-1383

Fax (602) 221-1682

Email jeff.mccullough@chase.com

Responsibilities

Jeff will be the City's escalation point of contact of any account servicing issues. With his understanding of all aspects of J.P. Morgan's Treasury Services' product functionality and technology, Jeff will facilitate the timely resolution of all service issues from his service team. His specialized knowledge of fraud prevention tools provides advice on asset and data protection.

Jeff will:

- Serve as manager of the overall client experience from a service perspective
- Assist your designated client service professional by leveraging internal stakeholders towards issue resolution or remediation
- Provide information, communication, training and guidance to the service team around various treasury products and services, policies and procedures, risk and controls

Biography

Jeff McCullough began his career at the firm as a teller in 1995. Jeff developed an in-depth knowledge of treasury products which has been essential in creating a track record for the successful implementation of complex applications. Through his work ethic and dedication, Jeff establishes strong relationships with his clients.

Jeff has been a client service manager for the past eight years, supporting client service teams in the Arizona, California and Colorado markets. In his 19 years in the banking industry, Jeff has worked in a variety of roles in operations and customer service, focusing primarily in management. He has led or been a participant on several of the service organization's project teams focused on the client experience and overall satisfaction with the firm.

Jeff's background and experience allows him to provide value-added service and effective problem-solving solutions for clients and his service teams.

- Compliance and Exception Include a statement to confirm the bank's compliance to the specific minimum qualifications in item a, listing any exceptions to required services.
- J.P. Morgan acknowledges the bank's compliance to the specific minimum qualifications listed below.

a. Minimum Qualification

To be considered for selection, proposer must have at least the following qualifications:

Be a Federal or State of California chartered financial institution.

JPMorgan Chase Bank, N.A. is a national banking association, organized and existing under the laws of the United States pursuant to a charter issued by the Office of the Comptroller of the Currency. Deposits in JPMorgan Chase are insured by the FDIC as provided by law and regulation.



Be a member of the Federal Reserve System and have access to all services.

JPMorgan Chase Bank, N.A. is member of the Federal Reserve System.

• Be a qualified State depository for public funds.

JPMorgan Chase Bank, N.A. is a qualified depository for public funds in California.

- Be a full service financial institution in good standing among other comparable banks and have a location within five (5) miles of the City Hall located at 77 Fair Drive, Costa Mesa, CA 92626.
- J.P. Morgan Chase Bank, N.A. is a full service financial institution and we are in good standing as evidenced by our credit ratings.
- J.P. Morgan has 20 commercially-enabled branches under the familiar Chase brand located within 5 miles of your location.
- Be capable of providing the services sought by the City, which include a wide range of electronic payment and deposit services.

The bank is capable of providing all services requested by the City in this RFP; however our team would like to have further discussions around the City's branch depository needs. We look forward to working with City staff to determine the most efficient, secure and cost-effective way to handle these deposits. Additionally, the Bank will guarantee the pricing in this proposal for the next three years at which time any future pricing increases will be subject to the negotiation of mutually acceptable revised pricing terms.

- Be adequately capitalized to accommodate the City's cash and investment management needs. This includes, but not limited to, a minimum \$1 million daylight overdraft facility, subject to credit review by the financial institution.
- J.P. Morgan continues to be well-capitalized under regulatory definitions and we can adequately accommodate the City's needs.

The following is for JPMorgan Chase Bank, N.A., as of June 30, 2015:

- Common Equity Tier 1 Capital ratio 12.7%
- Tier 1 Capital Ratio (replacement for Tier 1 Risk-Based Capital Ratio) 12.7%
- Total Capital Ratio (replacement for Total Risk-Based Capital Ratio) 13.9%
- Tier 1 Leverage Ratio (replacement for Tier 1 Leverage Capital Ratio) 8.2% (est.)



Tab D - Collateralization of Deposits

The bank is required to collateralize public funds deposits under the California Government Code, Sections 53651 and 53652. Copies of the reports filed with the State of California shall be made available to the City upon request. Please detail the bank's procedures for collateralizing public funds deposits.

See Collateral Reporting below.

- What types of securities are used as collateral? Can the City select the type of collateral used?
 See Types of Securities Pledged below. The City cannot select the type of collateral used.
- Which bank department is responsible for tracking deposits and monitoring collateral?
 See Departments Responsible for Tracking Collateral and Reporting to the State below.
- What is the bank's current level (\$ amount) of California public funds deposits and the related collateral?

As of 10/21/15 California local agency deposits were approximately \$353MM with approximately \$548MM in pledged securities.

What is the frequency of reporting to the State Treasurer's Office?

The Bank reports weekly and quarterly to the State Treasurer's Office.

Collateral

JPMorgan Chase Bank, N.A. ("Bank"), National Collateral Management Group ("NCMG") employs a Bank-developed Corporate Collateral Management System ("Coast"), which provides daily monitoring of deposit balances and security value for collateralization purposes.

Coast is reviewed daily (business day) by dedicated Collateral Managers for customer's collateral requirements. Collateral requirements are based upon the end-of-day ledger, deposit account (checking, savings, depository CDs) information (plus accrued interest if any), less applicable FDIC coverage, plus applicable margin (110%). The end of day deposits balances are uploaded into Coast the following business morning from the Bank's deposit system. For example, February 20, 2014 end of day deposit information will be received the morning of 02-21-2014. NCMG monitors the market value securities pledged to our customers and compares to the collateral requirements. In the event a market value reduction creates an under-collateralized position, additional securities will be pledged promptly.

Collateral is Pooled for all Local Agency Government Customers

The Bank complies with the collateralization processes established by California Code and procedures of the LASP Administrator.



Types of Securities Pledged

As of February 20, 2014, the Bank is pledging U.S. Treasury securities to secure Local Agency Deposits. The amount and types of collateral pledged are subject to change, but will comply with California Government Code (for local agency deposits, Cal. Gov't Code §§ 53651, 53651.2, 53651.6 describes eligible collateral) and rules established by the Local Agency Security Program (LASP) Administrator.

Bank's current level (\$ amount) of California public funds deposits

As of 9-9-15 the level of California Local Agency deposits was approximately \$325 million.

Custodian for the Collateral Securities

The Bank currently employs Union Bank of California as third-party custodian to hold collateral for the LASP.

Collateral Priced/Marked to Market

The Bank employs an independent, third-party pricing agent for collateral valuation. Dependent upon the types of securities pledged, the Bank will update security prices (marked to market) daily, weekly and monthly, as provided by the pricing agent. Also, dependent upon the types of securities pledged as collateral, Union Bank of California prices pledged securities daily, weekly and monthly.

Departments Responsible for Tracking Collateral and Reporting to the State

The Bank has two groups for tracking collateral and reporting: Corporate Financial Reporting (CFR), which conducts all reporting to the LASP Administrator, and NCMG, which conducts security pledging (and other collateral transactions) with the LASP Administrator.

Collateral Reporting

The Bank is unable to provide collateral reporting for the California pool program customers because the collateral pledged covers all public fund pool participants and is not segregated to a specific customer. Request of proof of collateralization can be submitted to:

Department of Business Oversight Division of Financial Institutions

1515 K Street STE 200 Sacramento, CA 95814

Phone: (916) 323-7013 or (916) 322-1547

Fax: (916) 323-3024

E-mail: Patrick Lum, Patrick.Lum@dbo.ca.gov

or Karen Cunningham, Karen.Cunningham@dbo.ca.gov



Tab E - Deposit Compensation

The City compensates for bank services primarily with compensating balances and is charged for any deficiencies based on monthly account analysis. Please indicate the following in this section:

- List the financial institution's Earnings Credit Rate (ECR), and how it is calculated and applied.
- J.P. Morgan is offering the City an Earnings Credit Rate of our Standard Managed rate + 0.05% for a current rate of <u>0.25%</u>. JPMorgan's Standard Managed rate is currently 0.20%. The ECR is bank managed and set by reviewing prevailing market and competitive rate conditions. In setting rates for the ECR, J.P. Morgan analyzes several market factors. We review relevant competitor pricing, short and long term rate indices and economic trends. We maintain pricing flexibility by not pegging to any one index which may be volatile over short periods. Our pricing strategy is to provide clients with competitive economic value for all cash balances. In doing so, we provide value-added, sustainable pricing that clients can use in forecasting their own cash flow needs. The rates are reviewed periodically and updated based on market conditions. We always inform our clients when rates are due to change.
- J.P. Morgan uses the following formula to calculate the monthly earnings credit allowance:

Monthly Earnings Credit Allowance Calculation

(Average Monthly Investable Balance x ECR x Actual Number Of Days in Month)

Actual Number of Days in Year

• List the financial institution's ECR for the past twelve (12) months.

| Earning Credit Rate (ECR) | | | |
|---------------------------|-----------------------|--|--|
| Month/Year | Standard Managed Rate | | |
| November 2014 | 0.200% | | |
| December 2014 | 0.200% | | |
| January 2015 | 0.200% | | |
| February 2015 | 0.200% | | |
| March 2015 | 0.200% | | |
| May 2015 | 0.200% | | |
| June 2015 | 0.200% | | |
| July 2015 | 0.200% | | |
| August 2015 | 0.200% | | |
| September 2015 | 0.200% | | |
| October 2015 | 0.200% | | |
| November 2015 | 0.200% | | |

- Please explain, in detail, how and when the FDIC assessment is computed and charged.
- J.P. Morgan charges a Premium Assessment Fee (PAF), which is a monthly administrative fee assessed to address various regulatory and other charges affecting J.P. Morgan.

In calculating the earnings credit rate (ECR), J.P. Morgan currently does not deduct the reserve requirement from the available balance.

Since Oct. 1, 2008, the Federal Reserve has paid interest on reserves held at the Federal Reserve by member banks. J.P. Morgan passes this benefit to clients by basing the earnings credit on 100% of the eligible balance of non-interest bearing demand deposit accounts.

The following formula is used to calculate the PAF:

Premium Assessment Fee

the Charge Rate x Monthly Average Positive Ledger Balance x (Actual Days in Month / Actual Days in Year)

- Does the City have the option of compensating on fees or balances basis or, a combination of both? Please describe any difference in related costs to the City with either option.
- J.P. Morgan accepts compensation based on fees and/or balances, with no difference in unit prices.

Fee Compensation: If the City chooses a fee compensation plan, it would manage its accounts to minimize collected balances and would not use balances to offset any service charges. Total service charges are debited from designated accounts.

Balance Compensation: To offset service charges, the City can choose to leave balances in its accounts and receive an earnings credit allowance.

If the average available balances are sufficient, the earnings credit allowance offsets the service charge. Should the level of balances not fully cover the fees, any remaining service charges are debited from designated accounts.

What is the financial institution's settlement period for account analysis and billing purpose –
monthly, quarterly, semiannually or annually? How long can any excess balances be carried
forward to apply to charges in future billing periods?

Billing statements are generated monthly, regardless of settlement period. Billing statements are available online via J.P. Morgan ACCESS by the 6th business day of the month.

As the standard option, J.P. Morgan offers monthly settlement where clients are debited on the 15th calendar day of each month. Alternative schedules are subject to negotiation.

Earnings credit is calculated and applied within the billing cycle and excess credit amounts can not be carried forward outside of the settlement period.



- Please explain exactly what type of items and services can be applied against the City's account analysis in addition to standard bank services.
- J.P. Morgan will prepare an account analysis statement each month identifying all services provided, product volumes, and the resulting service charge incurred by the City. Please see Bid Form for a detail of items and services applied against the City's account analysis. The statement captures monthly summary of the City's balances and service charges. Analysis statements are provided for each account and on a group summary basis.
- What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?

The City must notify J.P. Morgan in writing of any errors or not receiving an account analysis statement within sixty (60) calendar days after the statement is mailed, transmitted or made available online. Any errors are researched thoroughly so appropriate corrections can be applied to the account. Details of adjustments for prior periods are provided in separate sections of the account analysis statement.

- Please state the negative collected balance charge that the City will pay and, in detail, explain how this charge is computed. Is the rate quoted in this proposal good for the term of the contract? Please provide escalation clauses.
- J.P. Morgan does not charge at this time for either intra-day credit (IDL) or intra-day liquidity (Fed daylight overdraft) usage arising in the context of normal clearing activities, which is current market practice.
- J.P. Morgan charges for the use of end of day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual Demand Deposit Accounts (DDAs). A fee for overdrafts, which can be offset by an earnings credit allowance, may be assessed on a per-occurrence basis.

The formula for negative collected balance fee is as follows:

Negative Collected Balance Fee

(Negative collected Balance x OD Rate) / 360 days

Tab F – Demand Deposit Accounts

The City and the Successor Agency for the City's Redevelopment Agency currently use six (6) accounts. Two of the accounts are Zero Balance Accounts. Please describe in detail the institution's ability to provide services to this type of accounts.

| Entity Name | Account Type | Average Positive Ledger Balance |
|---|--|------------------------------------|
| City of Costa Mesa | Checking Account | \$2,453,000 |
| City of Costa Mesa | Bail Account | \$2,000 |
| City of Costa Mesa | Flex Benefit Plan Account (Zero Balance) | \$0.00 |
| City of Costa Mesa | Vendor Payment Account (Zero Balance) | \$8,800 |
| City of Costa Mesa | Workers' Compensation Account | \$124,000 |
| Successor Agency for the Redevelopment Agency of the City of Costa Mesa | Checking Account | \$578,000 |

J.P. Morgan acknowledges the requirement and can provide the City with ZBA accounts and DDA accounts as described above.

Tab G – Automated Clearing House (ACH) Services

ACH Direct Deposit of Payroll: The City utilizes direct deposit services for its bi-weekly payroll. Each payroll run has approximately 600 employees using the direct deposit service and 900 accounts to which the funds are deposited. Please address the following:

• Describe the bank's procedure in detail for receiving electronic payroll data and any back-up plans for data transmissions.

The City's employees can receive automatic electronic payroll payments to a designated checking or savings accounts using J.P. Morgan's ACH system.

One or two days in advance of the designated payday, the City will send J.P. Morgan a file containing the total amount to be paid electronically to the employees' designated account. The offsetting amount will be charged to the City's designated account at J.P. Morgan on the day of settlement (payday).

For larger volume transactions, J.P. Morgan recommends that the City utilize direct transmission. Using industry standard applications, you will create a transaction file in standard NACHA format. You will then transmit the file to J.P. Morgan through a common protocol such as FTP. The transmission is encrypted and sent to the bank for final ACH processing.

Lower volume ACH transactions can be performed using J.P. Morgan ACCESS Online. Using ACCESS Online, the City's authorized users will be able to enter the required ACH payment details in the fields provided. In addition to initiating payroll, ACCESS Online can also be used for ACH and wire disbursements and concentration.

The City can supply prearranged payment and deposit (PPD) files for next day credits. However, for the City employees to receive funds as available balances for ATM withdrawals on payday, you must deliver the file to J.P. Morgan by 8:00 p.m. PT two (2) business days prior to the settlement date. The file can then be processed in the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on payday.

Backup

The City can initiate online transaction reversals in a secure manner, using J.P. Morgan's eServe service, or by initiating requests via file transmission. You may delete an entire file by contacting your dedicated CSP, Jeff McCullough, or the ACH Transmission Services Group by phone at (813) 432-3800.

We also suggest that the City use J.P. Morgan ACCESS Online Payments to send payroll information as a back up to sending files via direct transmission. J.P. Morgan ACCESS Online requires no software other than a supported web browser and can be accessed from remote locations.

• Discuss screening measures that the bank uses to minimize errors on files sent to the bank (i.e. pre-notes, ABA screening, etc.). Describe the processes and timing available for file/error correction

Return Item reporting, including reporting of administrative returns are sent to clients on a daily basis via a number of different reporting methods, including direct transmission, email, fax and online via J.P. Morgan ACCESS Online.



• Indicate the transmission deadlines for direct deposit ACH files, including date and time when the bank needs the file from the City and when funds are debited from the City's account.

| Client Initiation Method | Cutoff Time |
|-------------------------------------|--------------|
| Direct Transmission ^{1, 2} | 8:00 p.m. PT |

¹Same-day settlement will occur if both the debit and credit accounts are held at J. P. Morgan.

Next-day settlement will occur when an involved account is not held at J.P. Morgan.

ACH PPDs must be received two business days in advance.

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

Tab H - Wire and Other Transfers

Please describe the financial institution's on-line transfer service capability and what specifically is recommended for the City's use and consideration.

- What is the process for initiating wire transfers? Please include the deadlines.
- J.P. Morgan recommends that the City use the Payments functionality of J.P. Morgan ACCESS Online to initiate wire payments. We also offer transmission initiation via Host-to-Host Payments, telephone with a PIN or SWIFT initiation.

Initiation via the Internet — J.P. Morgan ACCESS Online

- J.P. Morgan ACCESS Online makes it easy to initiate and manage payments. With just a few clicks, the City can make wire transfers, ACH, and foreign exchange transactions. It is fully customizable which means the City can create your own filters and views for ease in reviewing payments. It also supports recurring payments via templates wherein locked fields allow for added security.
- J.P. Morgan ACCESS Payments is a fully integrated function within the J.P. Morgan ACCESS Online platform. The City will have the ability to access all services via single sign-on.
- J.P. Morgan ACCESS Online integrates reporting, productivity tools and security administration services with the Payments functions, so you can perform activities across applications using a common workflow that saves time and eliminates hassle. J.P. Morgan ACCESS Online is simple and intuitive, making payments easier, with little or no learning curve.

Benefits

- Streamline the workflow Manage all transactions within one place
- Make recurring payments Manage recurring payments using customizable templates
- View balances while making payments Critical information is at your fingertips
- Rely on powerful security Robust security protocols designed to help protect your privacy, preserve data authenticity and maintain strong operational controls
- J.P. Morgan ACCESS Online was designed based on customer feedback so that all capabilities are in sync with the daily activities of treasury managers. All payment methods, i.e. Wires, Book Transfer, Drafts, U.S. account transfer and ACH, are accessible from a single location and use a consistent, easy-to-follow work stream.

Templates

J.P. Morgan ACCESS Online provides for a common set of intuitive templates for every payment method. For example, the City can easily create beneficiary templates with lockable and editable fields to set up recurring/repetitive payments.

There are many ways to customize the user experience. The Payments views can be configured with flexible sorting and filtering options to display only the features you use—in the order you prefer.



Wire Transfer Initiation via J.P. Morgan ACCESS Payments

J.P. Morgan ACCESS Online payments functions offer a complete range of funds transfer services supporting U.S. dollar and multicurrency payments, using both predefined (repetitive) templates and free-form formats:

- The City establishes user entitlements. The City's Security Administrators can authorize users to add, modify, delete, approve and/or release wire transactions, as well as add, modify, delete, approve and activate predefined templates.
- A J.P. Morgan client confirmation number is provided immediately upon release to the funds transfer processing platform.
- Confirmation codes are accessible using cash reporting features.
- Wires (Fedwire and CHIPS), Book Transfers, Checks, Account Transfers, U.S. Drawdown transaction initiations are supported.
- Future-date capability is available, supporting:
 - 365 calendar days for same-currency wires initiated from U.S. and non-U.S. accounts
 - Multi-bank payments wherein you can initiate Wires from non-J.P. Morgan accounts.

Initiation via CPU (File Transmission) — Host-to-Host Payments

With a transmission using Host-to-Host Payments, J.P. Morgan's global disbursement outsourcing solution, the City can streamline operations and reduce expense by transferring from your office to the bank many of the tasks involved in payment initiation and reconcilement.

Electronic links can be established between a client's Enterprise Resource Planning (ERP) systems – e.g., SAP®, Oracle®, PeopleSoft® – or legacy platforms, which enables sending formatted payment files – containing wire, ACH, foreign exchange and check instructions – to J.P. Morgan for routing and execution. The bank supports a number of translation formats including EDI ASC ANSI X12, UN/EDIFACT, SAP IDoc, ISO20022, and proprietary J.P. Morgan formats.

Telephonic Wire Transfer with a PIN

Telephonic wire transfer with a PIN can be used as a primary and/or backup method of wire initiation. Benefits include:

- Ability to transact higher valued wires
- Per transaction limit clients may initiate wires based on balance availability
- Currency clients may initiate in foreign currencies to overseas institutions
- Extended hours vs. online or branch initiation, which allows for repetitive or free-form transactions
- Security via segregation of duties: initiation/confirmation



The City sets up this service via a "Security Procedure Authorization for Telephone Transfers with PINs Agreement." For security, users will be assigned a user ID and PIN for initiation and/or confirmation, along with a PIN Activation code. Users call an Interactive Voice Response system (IVR) to confirm PIN activation, change that to a PIN of their choosing, and then can initiate and/or confirm wires.

For wire initiation, callers will be prompted to enter and verify their user ID and PIN using a touch-tone telephone keypad. Once the system has validated the security codes, users will be prompted to enter and verify the debit account number. For repetitive wires, users may complete transactions via self-service options or by speaking to an operator. Free-form wires will be completed by speaking to an operator. If they choose the self-service option for repetitive wires, they will be prompted to speak their repetitive line name and then enter and verify the value date and dollar amount of the wire. Once completed, the operator or IVR will provide a transaction reference number.

For payments requiring confirmation, confirmers are required to call the money transfer line (IVR) to perform the confirmation. Clients will be prompted to enter and verify their user ID and PIN using a touch-tone telephone keypad. Once the system has validated the security codes, the client will be informed of the number of transactions available for confirmation. Clients will have the option to proceed to a transaction using a transaction reference number or proceed to the first transaction awaiting confirmation. (If the client chooses transaction reference number, they will be requested to enter the 10-digit transaction reference number.) The system will read the transaction details and provide the following options: repeat the details, approve, cancel or skip the transaction. Once approved, cancelled or skipped, they will be prompted to proceed to the next available transaction awaiting confirmation, if applicable.

Hours of operation are Monday-Friday from 5:30 a.m. to 3:30 p.m. PT.

- Describe the financial institution's incoming and outgoing electronic money transfer services. Include safeguards and security measures offered by your services.
- J.P. Morgan ACCESS Online incoming and outgoing electronic money transfer services are done via Payments.

Helping the City prevent wire transfer fraud on your accounts is a high priority for J.P. Morgan. In addition to J.P. Morgan ACCESS Online's security features, the Administration functions and implementation options offer the City the ability to choose settings and features that help prevent fraud.

- ACCESS Online uses multi-layered security designed to protect the City's data and transactions.
- ACCESS Online automatically prevents a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release.
- For those functions that demand an extra level of security, ACCESS Online provides two-factor authentication via RSA SecurID® token technology.
- PSTP or Portable Security Transaction Protocol, a patent pending technology developed by J.P. Morgan, uses SecurID devices to digitally sign transactions and provide a level of security formerly available only using digital certificates.
- The City can setup ACCESS Online with strict controls over user access to functions and accounts. This also helps to enforce compliance with internal audit requirements while enhancing security. Some of the available fraud prevention options include:



- Enabling IP filtering to restrict access by limiting authorized users' ability to log on from only IP addresses you designate.
- Customizing the payment approval process by creating rules that determine the number and
 identity of approvers for different types of transactions, including separate approval rules for
 repetitive templates and free form wires, as well as the order in which that review must occur.
- Separating duties, accounts and approval workflows, the City can help reduce the risk of fraud or compromised data. the City's Security Administrators are the only individuals able to assign users with transaction initiation privileges.
- Limiting each ACCESS Online user to a single, designated computer.
- Establishing transaction and daily aggregate limits at the account and user level.
- Creating templates with payment details to prevent wires from being initiated and executed without prior approval of the recipient bank account numbers and template details.
- Please provide a description or sample of the institution's funds transfer agreement. How are the authorization levels established for transfers?

Please see Attachment 1 for a sample copy of the account service terms and agreements which incudes the funds transfer agreement.

The City's security administrators use the online entitlement-provisioning tool under User Setup Forms, to create, approve, modify and delete additional users of accounts, services and functions.

Tab I – Deposit Transmittal Process

The City currently utilizes armored truck services to transfer deposits.

• Please identify your branch locations within five (5) miles of City Hall.

J.P. Morgan offers a variety of check and cash deposit methods. With average deposits/change orders exceeding Chase branch thresholds, the City will use our vault services for deposits and/or change orders. We briefly summarize vault services below. Additionally, we welcome the opportunity to consult with you regarding some alternative deposit methods such as remote deposit via Image Deposit Direct. Our solutions allow the City to enhance internal processes, increase safety for employees, and expedite collection. You will be credited in accordance with the Availability Schedule in Attachment 2.

The City would contract with an armored courier to drop off deposits or pick up currency orders from our vault in Los Angeles.

Our goal is to offer the right depository solutions no matter what your needs. We focus on facilitating and safeguarding the process with proven products, services and client care. Further, as the #2-depository bank in the United States, J.P. Morgan is committed to this business, and has made the investments to maintain greater control over the quality and efficiency of each transaction. Our cash vault services allow you to:

- Make cash deposits from all your locations via armored courier to any of our 100+ cash vaults.
- Get same-day provisional credit for cash deposits made one to five hours later than the Federal Reserve allows.
- Receive detail unique location ID reporting (ULID) by using preprinted deposit tickets with the location information.

Your selected armored courier will pick up your deposit bags and deliver them to our Los Angeles cash vault site, where they will be processed and credited to your account by cash vault processing specialists using our state-of-the-art equipment.

If we receive your deposit prior to your established local cutoff time (8:00 p.m. for cash-only and 3:30 p.m. local time for mixed deposit at the Los Angeles vault, we can update your account with a provisional same-day ledger credit, allowing for the possibility of cash deposits to be converted into usable funds on the same day.

Your cash-only deposit transactions will post to your designated demand deposit account (DDA) with the deposit bag number and deposit ticket date, making accounting for your cash activity easier than ever. Verification of the cash will occur within 48 hours.

Should any discrepancies arise, you can request a mailed advice on the day following verification, email notification of adjustment information or access to our Web Currency Services portal to view your account detail.

Adjustments will also post electronically through our information reporting system, as well as on your bank statement. A cash credit or debit adjustment with the dollar amount, the City account number, original deposit amount, original deposit date, processing vault ID and adjustment reason will be included.



Branch Services - Business Deposit Express

J.P. Morgan's Business Deposit Express solution provides currency and coin deposit and ordering services to clients who do not use an armored courier, make smaller deposits or require small change orders on a regular basis via our retail branch network.

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

- Less than \$10,000
- Maximum of 15 deposits
- Maximum of 100 checks per deposit

Please note that coin deposited at a branch must be in separate coin bags.

Small change orders are defined (per day, per branch) as:

Less than \$5,000

The City may make cash deposits over the counter or at any time through the depository vault (night depository) at any commercially-enabled Chase branch. Business Deposit Express requires the use of recyclable dual-pouch, tamper-resistant plastic deposit bags for each deposit. By using the plastic deposit bags, branches can post-verify deposits containing cash. Deposit verification of all cash will be completed within two business days of receipt of the deposit (three days if the deposit is package forwarded to a commercial vault for verification). Our 5 commercially enabled branches within five miles of City Hall, along with hours of operation, are listed in the table below.

| Branch Name | Address | Hours of Operation (Local Time) |
|------------------------------|--------------------------------|------------------------------------|
| Baker Street | 1455 Baker St | Mon-Fri 9:00 - 6:00 |
| | Costa Mesa, CA 92626 | Sat 9:00 - 4:00 |
| Newport Blvd and 17th Street | 105 E 17th St | Mon-Fri 9:00 - 6:00 |
| | Costa Mesa, CA 92627 | Sat 9:00 - 4:00 |
| Irvine and 17th | 1000 Irvine Ave | Mon-Fri 9:00 - 6:00 |
| | Newport Beach, CA 92660 | Sat 9:00 - 4:00 |
| MacArthur Fairview | 2781 W Macarthur Blvd, Ste F-1 | Mon-Fri 9:00 - 6:00 |
| | Santa Ana, CA 92704 | Sat 9:00 - 4:00 |
| South Coast | 3600 S Bristol St | Mon-Fri 9:00 - 6:00 |
| | Santa Ana, CA 92704 | Sat 9:00 - 4:00 |

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

- Please describe the institution's required deposit preparation for check, currency and coin.
- J.P. Morgan prefers that paper checks and currency are on separate deposit tickets. This allows for greater efficiency in processing the deposit. In most cases, the bank does not require separation. An exception is that for coin deposits in excess of \$10, the bank requires a separate deposit slip.
- How would the City order cash vault supplies? How is payment made for such supplies?

The City orders deposit tickets and other supplies directly from J.P. Morgan. The bank debits deposit tickets, endorsement stamps and depository bag fees directly from the City's account. Other depository supplies may be charged through account analysis.

• Please describe in detail the financial institution's procedures for handling deposit adjustments. What documentation on discrepancies does the bank provide?

Deposit Adjustments

J.P. Morgan posts the deposit adjustment to J.P. Morgan ACCESS and the bank statement as a deposit credit or debit adjustment with the dollar amount and store location number whether the deposit is delivered to a vault or branch.

The vault also offers the following notification options:

- Email: Next-day notification for all deposits and adjustments processed during the prior processing day
- Phone: Notification by noon the following day for all adjustments greater than \$100
- Receipt Mailer: Mailed next day for all deposits, adjustments and change orders processed during the prior processing day

The standard delivery method for adjustment advices for paper deposits and remote capture deposits (IDD – see 4.f. below) is the U.S. Postal Service. J.P. Morgan mails adjustment advices within one business day of verification. The bank mails the advice to the address listed on the deposit ticket. The store/location number can be included on the adjustment advice.

- For Cash deposit adjustments, the bank is not able to mail an adjustment advice to an alternate address, nor can it send copies to multiple addresses.
- For Paper Check deposit, the bank can mail a second copy of the adjustment advice to an alternate address.
- Please describe the financial institution's returned item handling and notification procedures. Is an automatic re-clear option available? How long does it take for returned items to be sent to the City?
- J.P. Morgan maintains a comprehensive database that details the City's return item handling instructions. During the check clearing process, the paying bank may return deposited checks for a number of reasons, including non sufficient funds (NSF), uncollected funds, stop payment, account closed, etc. The bank routes most returned items through the Federal Reserve System to regional return item processing areas. During the account implementation process, the bank helps setup the



solutions to best meet the City's needs in managing returned checks. J.P. Morgan can provide a variety of optional services to the City's needs for handling return items, including:

- Posting Options
- Notification Options
- Automatic Redeposit
- Store/Location Reporting
- Centralized Returns
- Re-presented Check Entry (RCK)

J.P. Morgan automatically redeposits return items if they have been returned for a reason that is eligible for redeposit, such as Non Sufficient Funds (NSF). Return items can be redeposited one time.

Re-presented Check Entry (RCK) allows up to two redeposits if an item is eligible. The redeposits can occur one time by paper and another by ACH, or through two ACH presentments with no paper redeposit.

Tab J - Payroll Tax Processing

Please describe the services available from the financial institution to accommodate the City's

- J.P. Morgan supports the ability to originate a full range of U.S. ACH transactions and related remittance data, including the TXP-formatted CCD+ transaction for tax payments.
- J.P. Morgan also offers repetitive and free-form funds transfer (wire) payments that may be used to create federal and state tax payment transactions. In addition, J.P. Morgan provides payment initiation services through J.P. Morgan ACCESS Online, our browser-based application.

We also support repetitive and free-form funds transfer (wire) payments, which may be used to create federal, state and municipal tax payment transactions.



Tab K - Interagency Activity/LAIF Transfers

The City transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis and receives Federal, State and County electronic payments.

 Please describe the LAIF transfer process. Are the transfers done by telephone, email, fax, wire transfer, etc.? How is the accuracy of transfers assured?

Transfers to LAIF

Investment transfers to LAIF will be initiated by the City via J.P. Morgan ACCESS Online Payments and posted to the State via wire transfer. The City can be confident that J.P. Morgan employs a sophisticated authentication and encryption system to maintain the security of all value-bearing data. J.P. Morgan policy requires authentication or encryption to help ensure the integrity of these transactions. Authentication relies on encrypted key technology to provide a safe, cost-effective way to help ensure the validity of financial transactions that are transmitted electronically. This system, comprising both computer hardware and software, confirms that none of the message elements in a transmission have been altered. To authenticate items processed by the City, J.P. Morgan proposes the following three-component system: an authentication unit (sometimes called a black box), an authentication key and a crossover switch.

J.P. Morgan works with government clients in the State of California to promote compliance with State procedures for LAIF investment transactions. Note that the following are general procedures, and that the City is encouraged to confirm with LAIF to be sure they are in receipt of contracted instructions specific to the City:

- For same day transactions, LAIF must be contacted by 10:00 a.m. PT.
- 15 total transactions per month are allowed, which include both deposits and withdrawals.
- Transaction amounts should be in thousand dollar increments with a minimum of \$5,000.
- Withdrawals of \$10 million or more require at least a one-day advance notice to LAIF.
- Future-dated transactions can be requested up to 10 calendar days in advance.
- Verbal acknowledgment must be initiated by authorized City personnel prior to funds transfer.

Transfers from LAIF

The City will need to select a transfer bank other than J.P. Morgan to be used for remitting any withdrawals requested from the fund. The transfer bank that you select will be the bank from which your withdrawals will be wired. It is NOT the bank TO which your funds will be sent. Funds will be transferred to the City's designated account at J.P. Morgan.

What is the charge per transfer to LAIF? From LAIF?

There is a \$2 fee for incoming and outgoing transfers.



- Does the bank have an office in Orange County that maintains a direct DDA banking relationship with the State Treasurer's office and the State Controller's office?
- J.P. Morgan has an office in Sacramento with a direct DDA banking relationship with the State Treasurer's Office and the State Controller's Office.
- Is the bank an approved State of California depository?

JPMorgan Chase Bank, N.A. is a qualified depository for public funds in California, cementing our commitment to the State of California and to the unique needs of its counties, cities and municipalities

• What is the charges for the deposit of Federal, State and County electronic payments?

Electronic deposits will be charged according to payment type (wire or ACH) per the attached pricing sheet/bid form. As described above, LAIF incoming and outgoing transfers will be charged as book transfers (\$2 per transfer).

Tab L - Balance and Detail Reporting

The City currently utilizes a web- based on-line system to perform a variety of processes, such as placing stop payments, obtaining cancelled check image and accessing on-line balance Reporting information for all accounts using a PC and the internet.

• Please describe the financial institution's on-line banking and information reporting system(s) including a list of all services provided and its respective costs.

The City will have online access to daily account balances, wire transfers, check status inquiry, image retrieval, stop payment requests and more with J.P. Morgan ACCESS Online.

Our electronic banking portal, J.P. Morgan ACCESS Online, offers the City a highly intuitive and easy to use cash management solution that seamlessly integrates all treasury activities through a secure platform using a single authentication process.

- The Easier Way to Work ACCESS Online provides a robust online platform that enables you to
 manage all cash management needs through one channel and through a single authentication
 process. After studying daily workflows and listening to input from hundreds of users, J.P. Morgan
 has designed the online solution that fits the way you work. The home page places critical
 information administration, payments, reporting at your finger tips. It's simple, intuitive, and
 integrated. ACCESS Online represents the next generation of cash management tools.
- Administration Made Easy ACCESS Online makes managing and monitoring administrative
 tasks virtually effortless. Its capabilities provide security administrators with a faster and easier way
 to manage user entitlements, take action on requests, and assign or delete products in a matter of
 minutes. Designed to match typical workflows, it also provides the flexibility to customize screens
 and set specific search parameters.
- Powerful Security J.P. Morgan's robust security protocol is designed to help protect your
 privacy, preserve data authenticity and maintain strong operational controls. ACCESS Online
 allows complete flexibility for the City's security administrators to designate the rights of each user
 on the platform maximizing productivity by making sure users are properly entitled and assigned to
 the right products. By separating duties, accounts and approval workflows, the City can help
 reduce the risk of fraud or compromised data.
- Reports Made Easy ACCESS Online provides a powerful, easy-to-use reporting tool for
 creating up-to-the-minute reports from a single location. You can easily view a high-level snapshot
 of your balances or a comprehensive transaction history. Standard reports show balance,
 transactions, returns, exceptions, and controlled disbursement activity. Customizable templates
 enable you to refine reports to show information the way you want it.
- Payments Made Easy ACCESS Online offers an entirely new way to initiate and manage payments. With just a few clicks, you can make all key transactions (wire transfers, ACH and liquidity investments) from a single screen. It is fully customizable which means you can create your own filters or templates with locked fields for added security.



Fully Integrated —ACCESS Online is seamlessly integrated across all treasury services and
activities, which means you can do your job without logging out or switching systems. Navigating
the system is easy. You can customize the way information is shown seeing only the features you
need to manage your accounts. Its smart, consistent design ensures flexibility with a familiar look
and feel — no matter where you are working in the system.

With a single sign-on, the City's authorized users have the ability to review and manage data, customize treasury activities, initiate payments, coordinate entitlements and respond to changes. The system is designed to fit the way the City works. The difference is apparent immediately on the home page, which consolidates critical information in one place.

ACCESS Online provides critical information immediately upon logging onto the system. From the Cash Position users can view balances and underlying transactions for all accounts, make payments, and run reports. Users can also establish their own account groups for display and reporting purposes.

A combination of user entitlements and preference settings determines what each user sees when he or she logs on. Users can also find information quickly using robust search tools and configure a variety of system alerts which can be viewed online and via email.

The following is an overview of transaction types and reports/inquiry services that can be initiated via ACCESS Online.

Balance Reporting

Whether your cash is in one or multiple accounts, ACCESS Online puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service.

ACCESS Online allows the City to retrieve real-time and previous day posting of information each business day. The cash position of accounts held by us and other financial institutions worldwide in any currency can be viewed in an online, secure environment. Current day information is available beginning at 12:01 a.m. ET and is updated throughout the business day as processing completes on applications such as lockbox, wire, ACH, returns and DDA. Previous day information is available by 4:00 a.m. PT.

Several master reports form the foundation of the ACCESS Online centralized reporting capability. Each format can be customized to create reports tailored to specific needs. These include:

- Balance and Transaction Report
- Checks Paid Report
- Returns and Exceptions Report
- Wire Detail Report
- Payment and Template Reports
- EDI Reports (previous day only)
- Customized Formats list of customized reports that have been created by the user.
- Master Formats list of report templates available to the user (based on entitlements) to run with default settings and use as a foundation to create a multitude of customized reports that can be scheduled to run automatically on a recurring basis and/or shared with other users



 Reports Inbox – a container for generated reports, where ad hoc reports remain for 24 hours and scheduled reports remain for 14 days.

A variety of filters can be employed to pinpoint desired transactions for enhanced data management, as well as provide your authorized users the ability to create, customize and run up-to-the-minute standard and customized reports on your accounts. Reports can be scheduled with the frequency and format desired by each user and shared with other users.

An export feature offers a variety of formats to facilitate data integration with your accounting and decision support platforms. Balance and transaction information is available in the following formats:

- BAI2
- Comma-separated Values (CSV)
- SWIFT MT942/MT940
- Formatted reports

The City can also export data from ACCESS Online to Microsoft Excel and other software packages.

Wire Transfers

ACCESS Online offers a complete range of funds transfer services providing the City with the ability to initiate wire transfers using a variety of payment options. Strict control over user access to functions and accounts facilitates compliance with internal audit requirements, while enhancing security. Accounts can be held with J.P. Morgan worldwide or other financial institutions.

ACCESS Online can accommodate both clients who want free-form payments for immediate availability as well as those who prefer to build repetitive lines using templates. Clients with higher volumes can import transactions for easy approval and release, allowing for seamless integration with their existing account systems.

ACH

For your lower volume and manual ACH payments, ACCESS Online saves you time by providing a standardized workflow across all payment types allowing your authorized users to initiate and manage ACH, wire and account/book transfers from the same screen, in the same way. Following single signon and with just a few clicks, your authorized users can make payments, create templates, view account balances and customize pages.

Reporting, productivity tools and security administration services are integrated within the Payments functions as well allowing you to perform activities across applications using a common workflow that saves you time and eliminates waste. ACCESS Online is simple and intuitive, making payments easier, with little or no learning curve.

The City's authorized users can create templates to support a complete menu of U.S. ACH transactions with all template information stored securely with J.P. Morgan.

Transactions based on templates or entered in free-form mode are created by the City, then batched, approved and released for processing. ACH files generated through ACCESS Online are retrieved and processed several times each business day for next-day processing. For non-repetitive payment, free form ACH payments also can be created without the need to establish a stored template.



ACH files generated through ACCESS Online are delivered for processing nine times each business day, Monday through Friday.

Checks

To streamline multiple disbursement functions into one application, ACCESS Online allows your authorized users to:

- Place or revoke stop payment.
- Submit check issues.
- Cancel a check issue.
- Exception return for positive pay, reverse positive pay and ACH transaction review.
- Reverse positive pay check adjustment.
- Submit check print requests, either file or manual entry.

Online Inquiry and Image Retrieval

ACCESS Online provides online image history inquiry for seven years. Additionally, ACCESS Online provides an advanced upfront check search functionality that provides the City with the complete status of each check. The City can perform single and range-based searches by account number, check number and amount, sequence number, paid and issue date and payee name. The results tell you whether the check is still outstanding, has an active or revoked stop, is canceled (voided), was returned or has paid.

Images are available online the day checks are presented for payment; users enter various search criteria and cut and paste paid check images. The solution also offers a number of viewing functions (i.e., front and back, zoom, etc.)

Stop Payments

Stop payments can be placed online through ACCESS Online, either directly from within the "Stops" function or more efficiently, by using the "Inquiry" function, where the check numbers are validated against the issued items. Additionally, stops can be sent via file transmission. When placing stops via ACCESS Online, the system will search 90 days transaction history to identify if the check has been paid (extended retention periods are available). If J.P. Morgan's records show the check has been paid, the system will report the date the item was paid. Once the stop payment is submitted, the City will receive online confirmation of the successful stop request. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through ACCESS Online.

Stop payments are effective for one year and will automatically renew annually for six additional years unless revoked.



Security Administration

The Administration capabilities are as flexible and customizable as the other areas of ACCESS Online. You can customize views, set specific search parameters, and easily assign products and user entitlements. Requests to add or delete users are initiated online by a security administrator and must then be approved by a second Security Administrator to be effective.

Users can quickly be added or deleted by the City. After initial client setup as described below, security administrators may use the electronic entitlements capability within Administration to add, delete or modify a user within minutes. Once the new user profile has been established, your security administrator may clone the entitlements of another user. Additionally, through the creation of User and Account Groups, the City can further speed up the entitlement process and changes. User and Account groups allow you to assign or modify entitlements to multiple users simultaneously. Changes made to User and Account groups are automatically applied to each member of the group, all done in a single workflow, making it simpler and faster to manage user and account entitlements.

Mobile access to your information is separately entitled by your security administrator. Access via a Mobile device may be terminated at any time by the City's security administrator.

Establishing Authorized Users

During implementation of ACCESS Online, the City will provide initial security administrator user information. After signed acknowledgements are processed, security administrators begin establishing entitlements for authorized users.

ACCESS Online automatically creates initial, temporary user passwords. When a new user first logs in, they are required to change this, entering a password of their choice that meets required parameters. Passwords must be different from user names and contain six to eight characters, of which there must be at least one numeric and one alphabetical character.

Passwords automatically expire every 90 days. Users may change their passwords at any point prior to expiration and Security Administrators may reset passwords prior to their expiration date.

Please see Bid Form for all related cost and pricing.

- What are the current computer hardware and software specifications for the financial institution's on-line system?
- J.P. Morgan ACCESS Online supports the operating systems and Internet browsers listed in Attachment 3. For optimal performance, the bank requests that the City confirm that its systems meet the recommended hardware and software standards.
- At what time (Pacific Standard Time) is prior day information available? Can the City obtain current day information?

Current day information is available beginning at 12:01 a.m. PT and is updated throughout the business day as processing completes on applications such as lockbox, wire, ACH, returns and DDA.

• Please include in this section: sample copies of prior day and current day (if available) reports that would be the best example of the system's capabilities.

Please see Attachment 4 for J. P. Morgan ACCESS Online sample reports.



• Can the reports be customized for the end-user or exported to Excel?

Several master reports form the foundation of the J.P. Morgan ACCESS Online centralized reporting capability. Each format can be customized to create reports tailored to specific need and exported to Excel.

• What types of security measures are in place? How is the assignment of user I.D.'s and passwords managed?

J.P. Morgan deploys a variety of security measures to authorize and authenticate users to information technology resources including hardware devices such as servers, routers, switches, etc. Security measures may include, but are not limited to, two-factor authentication.

Access to applications and systems are granted based on user's job responsibilities and upon approval of the user's manager and the system owners. A central identity access management group provides system access administration.

Security Administrators for ACCESS Online are established with their own security credentials (user ID, password) and digital signature authority (RSA SecurID®) first. They can then create and approve additional users of accounts, services and functions using the online entitlement-provisioning tool.

To help meet client audit controls, J.P. Morgan requires two Security Administrators to be involved in user setup and maintenance. Additionally, if Security Administrators are entitled to use product functions, such as cash reporting, wire initiation, etc., two other Security Administrators must prepare and approve the product function entitlements. Dual control is enforced as follows:

- One Security Administrator establishes users for services ACH, wire, balance reporting, etc. and functions – transaction initiation, transaction approval, release, reporting with account assignment, etc.
- A different Security Administrator approves the users for the accounts, services and functions established by the first Security Administrator.

To provide a complete audit trail, the system date/time-stamps and associates all actions executed to a request within the platform, including the user who performed them. These requests are available online and as download reports for historical review.

 What is the bank's contingency plan for providing this information if the event of unexpected bank system problems or natural disasters?

As an integral part of normal business operations within J.P. Morgan, every manager in the firm is responsible for developing and maintaining resiliency plans as part of the firm wide Resiliency Management Program, part of the firm's Global Resiliency and Information Technology Risk Management department.



Resiliency activities of J.P. Morgan must comply with and are governed by several agencies that have laws, rules and regulations. Within the firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council (FFIEC), the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U. S. Financial System and regulatory agencies within the different geographic regions. Resiliency planning is also commonly referred to by terms within the industry as business continuity, disaster recovery and contingency planning; they all represent the process whereby financial institutions ensure the maintenance or recovery of operations and service to their clients.

Resiliency plans must explicitly address the business, operations and technology components of a business process, including those critical processes and functions provided by outside service providers and industry utilities. Contingency locations are an integral part of resiliency planning. In combination with the firm's testing program the locations ensure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. Critical resiliency plans are tested annually, at a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable.

- J.P. Morgan's resiliency plans are subject to reviews by J.P. Morgan's Internal Audit Department and the Resiliency Risk Management group, which acts as the firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review. The firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.
- J.P. Morgan's exercises commercially reasonable efforts to ensure that the firm meets our obligations to you and to all of our clients. The firm's resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

A summary overview of J.P. Morgan's CIB business resiliency planning is provided for your review in Attachment 5. If you require more detail regarding our business resiliency planning methodology, we will be pleased to arrange a meeting for you with members of our business resiliency staff.

- Does the bank offer electronic delivery of statements, reports and notices?
- J. P. Morgan does offer electronic delivery of statements, reports and notices. J.P. Morgan supports EDI822 version 4010, and delivery is available via:
- Direct Transmission: Once a secure FTP connection has been established, the monthly file is available by the sixth business day for download.
- Secure Email Distribution: An embedded link in a secure email links to the file for download.



Tab M - Daylight Overdraft Protection

The City requires daylight overdraft protection for the occasional situations whereby timing differences occur between incoming wires or LAIF transfers and outgoing wires.

 Describe any issues, concerns and charges associated with the use of a daylight overdraft facility.

Recognizing a client's credit standing and reputation, an appropriate intraday credit limit will be made available to make sure your transactions flow smoothly and efficiently through our systems. This limit is electronically verified by our Funds Transfer Balance Control System. Payments within the limit, plus the current cash position in your account, will instantly flow through to the appropriate execution mechanism.

Should a payment take your account balances over the intraday limit, the transfer will be stored electronically and referred to your funds control officer in the Transaction Approval Group (TAG) for approval. If covering funds are received while the payment is stored, the transfer will be automatically released without manual intervention.

One important feature of our system is the ability to group designated accounts together into a single relationship for intraday credit purposes. This provides for the release of payments when the total balance and intraday limit in your grouped accounts is sufficient.

• Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?

The Bank cannot "guarantee" that all items drawn on the City's accounts (that are otherwise properly payable) will be paid, irrespective of available balances in the funding account. While the Bank typically does not charge for "daylight" overdrafts, it must reserve some discretion over the total exposure even for these transactions, and overnight overdrafts would be subject to the limitations imposed by any line of credit established for such purposes.



Tab N - Conversion Plan

As part of any conversion, the City requires an efficient transition to the new service provider or to enhanced services with its existing service provider.

 Please describe the overall plan the financial institution would coordinate to ensure a smooth conversion.

When the City selects J.P. Morgan as your banking services provider, to help ensure a smooth implementation/transition, an implementation project manager will be assigned to serve as your primary point of contact throughout implementation to validate the requested solutions, establish timelines for implementation, and coordinate with the necessary teams across the City's departments. Please refer to Attachment 6 for the sample implementation plan.

J.P. Morgan views the implementation process as a pivotal phase of a long standing relationship and a key opportunity to demonstrate the value of our expertise and consultative capabilities. From the moment you award us your business, our commitment is to integrate our products and services into your organization smoothly and efficiently.

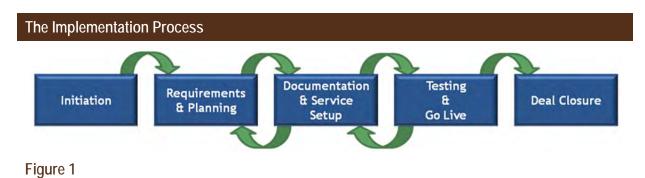
From the moment you award us your business, our commitment is to integrate our products and services into your organization smoothly and efficiently.

We are committed to:

- Clearly understanding your product and service requests
- Serving as your primary point of contact throughout the implementation process
- Developing clear implementation plans and goals for product start-up
- Coordinating the setup and installation of J.P. Morgan products
- Earning your satisfaction throughout the implementation process

The Implementation Process

An established project flow and framework is followed when executing the setup of products and services.



Your implementation project manager works with you to validate the solutions you have requested, establishes timelines for implementation and then coordinates with the necessary teams across your organization and ours to complete the setup.

Your implementation project manager's overall responsibilities include:

- Forwarding new account documentation, file specifications, start-up packet(s) and procedure manuals to the client
- Contacting the City's designated representative(s) to complete all required documentation and determine specific product instructions
- Reviewing and completing product questionnaires with the City as appropriate
- Opening required accounts
- Ordering necessary depository supplies
- Coordinating with Operations to make sure all products are set up to the City's specifications
- Coordinating any necessary file and transmission testing with the technical implementation resource, which includes:
 - Transmission options review and setup
 - File testing
 - File security
 - Ensuring that all test results are reported to appropriate individuals
 - Ensuring that all reports and elements of file testing and processing are examined
 - Updating all parties on progress
- Providing any required training or other assistance as needed
- Monitoring initial depository activity and confirming all depository products are working as expected
- Coordinating the hand-off to the Client Service Professional (CSP) for ongoing servicing

Please refer to the sample agreements provided in Attachment 1. The sample agreements are current templates as of the date of this RFP response; however, these agreements may be modified by the bank from time to time. At the time of your implementation, you will receive the required agreements to be executed from your implementation project manager.

 Please describe the on-site training to the City's staff for the operation and use of the services selected? How is the training typically structured?

J.P. Morgan supports training during implementation via several different mediums. Specific training options available may be product specific, and your implementation project manager will work with the City and internal staff as needed to determine the appropriate training needed for each area of the implementation and coordinate scheduling. Examples of training options include:

- On-site Visits
- Webinar Training
- Online Tutorials



- Phone Training
- Sample Communication Materials
- Help Files
- Quick Reference Guides
- User Guides

Ongoing support is also provided by the client service and technical support teams via phone. Additionally, training and support provided by the bank does not end once we have implemented your account process and services. We believe continued support is critical to our overall account relationship. For example, your client service professional will continue to be your ongoing contact to help be sure that your expectations are consistently met.

- Please provide a detailed time line schedule and applicable charges for the conversion plan.

 Please refer to Attachment 6 for an implementation plan. Applicable charges have been provided in the Bid Form.
- What size of conversion allowance will the financial institution provide to the City? Please state a specific dollar amount or identify those supplies, products or services included.

In order to assist the City with this transition, we are pleased to offer the City a credit of \$3,000 that will be applied to account analysis. Additionally, we are including up to 2 scanners free of charge (\$1500 value) for the implementation of our remote deposit service.

Tab O - Business Continuity Plan

The City requires assurance of ability to provide financial services in the event of a major emergency and during the disaster recovery period.

 Please describe in detail, the financial institution's compliance with the State and Federal regulations pertaining to this area.

Resiliency activities of J.P. Morgan must comply with and are governed by several agencies that have laws, rules and regulations. Within the firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council (FFIEC), the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U. S. Financial System and regulatory agencies within the different geographic regions. Resiliency planning is also commonly referred to by terms within the industry as business continuity, disaster recovery and contingency planning; they all represent the process whereby financial institutions ensure the maintenance or recovery of operations and service to their clients.

- J.P. Morgan's resiliency plans are subject to reviews by J.P. Morgan's Internal Audit Department and the Resiliency Risk Management group, which acts as the firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. Critical resiliency plans are tested annually, at a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable. All findings are escalated to the business units, Risk Management and division executive for review. The firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.
- Please describe testing of core service applications and system that assure information backup, anti-intrusion and other privacy requirements.

We have established policies and assigned responsibilities to verify that appropriate contingency plans are developed and maintained for each business area that supports J.P. Morgan ACCESS Online. The intent of these contingency plans is to assure the continued operation of critical systems in the event of a disaster, emergency or other unforeseen events threatening interruption of these systems.

J.P. Morgan exercises commercially reasonable efforts to ensure that the firm meets our obligations to the City and to all of our clients. The firm's resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.



• Please describe operational diversification and geographic dispersal of service centers.

J.P. Morgan's global footprint provides built-in redundancy for many core processing, operations and service delivery functions. J.P. Morgan has strategically located data centers and operation centers throughout the world. This geographic distribution helps to reduce the impact of a local disruption on our business. Each location has at least one defined and tested recovery site with connectivity to applications and a tested plan for relocating to the alternate site and resuming business. Contingency locations are an integral part of resiliency planning. In combination with the firm's testing program the locations ensure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. In addition to your dedicated and back-up client service professionals, the Commercial Banking Service Center is staffed with client service professionals who can help with routine requests The City should contact the City's dedicated client service professional, Jacob, for assistance with day-to-day banking transactions if online capabilities and functionality are temporarily unavailable.

Tab P - Banking Services Bid Form

Please complete per form shown in Exhibit A. In addition to submitting with proposal responses, this form must also be submitted in Excel format with the proposal package.

Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, please include any one-time set-up charges, equipment costs, research fees and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness, or rebates. Please state the period of validity for these fees.

Please find the attached completed bid form and the Bank's corresponding Comprehensive Fee Schedule. The Bank will guarantee the pricing in this proposal for the next three years at which time any future pricing increases will be subject to the negotiation of mutually acceptable revised pricing terms.

EXHIBIT A

City of Costa Mesa - Banking Services Bid Form

(Mark Items Clearly if "No proposal" or "Contracted to Third Party")

| Items | Estimated Monthly Unit Volume | Per Unit Cost | Total Monthly Cost | Estimated Total Annual Cost |
|---|-------------------------------------|---------------|-----------------------|--------------------------------|
| TOTAL BALANCE & COMPENSATION INFO | | | | |
| Dep Insurance - Bank Assessment | 3042 | | | |
| GENERAL ACCOUNT SERVICES | | | | |
| Account Maintenance | 6 | 10 | 60 | 720 |
| CHECK PAID - REPORT | 1 | | 0 | 0 |
| Credits Posted - Other | 101 | | 0 | 0 |
| Debits Posted - Other | 32 | | 0 | 0 |
| ZBA-Deposititory+Master Maint | 1 | 10 | 10 | |
| ZBA-Subsidiary Account Maint | 1 | 5 | 5 | 60 |
| DEPOSITORY SERVICES | · | ŭ | ŭ | 00 |
| Banking Center Deposit | 19 | 3 | 57 | 684 |
| CKS Dep Un-Encoded Items | 2248 | 0.25 | 562 | |
| CURR/COIN DEP/\$100-BKG CTR | 1 | 0.003 | 0.003 | |
| Curr/Coin Dep/\$100-VLT (Charges per \$1,000) | 279 | 1 | 279 | |
| Deposit Correction-Non-Cash | 2 | 5 | 10 | |
| MAIL NOTIFICATION-RECEIPT-VLT | 22 | ŭ | 0 | 0 |
| RETURN SINGLE ITEM ADV | 5 | | 0 | 0 |
| Returns-Chargeback | 5 | 7 | 35 | 420 |
| Returns-Reclear | 8 | 5 | 40 | |
| Vault Deposit | 4 | 1 | 4 | |
| Vault Deposit-Extended Hours | 18 | 0 | 0 | 0 |
| PAPER DISBURSEMENT SERVICES | 10 | J | O | · · |
| ARP Positive Pay Notify | 182 | 0 | 0 | 0 |
| ARP PPAY Input File-Trans | 6 | 10 | 60 | |
| ARP PPAY MAINT-NO RECON | 1 | 15 | 15 | |
| ARP PPAY NONRECON INPUT ITEM | 1099 | 0.07 | 76.93 | |
| CD ROM DISK | 1 | 20 | 20 | |
| CD ROM MAINTENANCE | 1 | 10 | 10 | |
| CD ROM PER IMAGE | 934 | 0.02 | 18.68 | |
| General Checks Paid Truncated | 934 | 0.15 | 140.1 | 1681.2 |
| IMAGE RETRIEVAL CPO | 5 | | 0 | 0 |
| Stop Pay Automated<= 12 months | 2 | 15 | 30 | 360 |
| GENERAL ACH SERVICES | | | | |
| ACH Blocks Auth Instructions | 3 | 0.5 | 1.5 | 18 |
| ACH Blocks Auth Maintenance | 1 | 5 | 5 | 60 |
| ACH Consumer Off US Credits | 1546 | 0.08 | 123.68 | 1484.16 |
| ACH Consumer On US Credits | 258 | 0.08 | 20.64 | 247.68 |
| ACH Credit Received Item | 87 | 0.06 | 5.22 | 62.64 |
| ACH Debit Received Item | 60 | 0.06 | 3.6 | 43.2 |
| ACH Input-File | 6 | 5 | 30 | 360 |
| ACH Monthly Maintenance | 1 | 15 | 15 | |
| ACH Notify of Change (NOC) | 1 | 1 | 1 | 12 |
| ACH Optional Reports-Mail | 18 | 10 | 180 | |
| ACH Return Item | 1 | 2 | 2 | |
| ACH Standard Reports - Mail | 2 | 10 | 20 | 240 |

| Express Tax Fax Receipt | 4 | | 0 | 0 |
|-------------------------------|-----|-----|------|--------|
| PC Tax Payment | 4 | | 0 | 0 |
| WIRE & OTHER FUNDS TRNSF SVCS | | | | |
| Book Credit | 3 | 2 | 6 | 72 |
| CPO ACCOUNT TRANSFER | 11 | 1 | 11 | 132 |
| CPO GP Cust Mnt Temp Storage | 11 | | 0 | 0 |
| CPO GP Mthly Maint Basic | 1 | | 0 | 0 |
| Elec Wire Out-Book DB | 2 | 2 | 4 | 48 |
| Elec Wire Out-Domestic | 7 | 4 | 28 | 336 |
| Wire Advice-Mail | 3 | 1 | 3 | 36 |
| INFORMATION SERVICES | | | | |
| CPO Online Subscription | 1 | 0 | 0 | 0 |
| CPO Prem IR Maintenance | 1 | | 0 | 0 |
| CPO Prem PDR Account | 2 | 25 | 50 | 600 |
| CPO Prem PDR Itm Stored | 909 | 0.1 | 90.9 | 1090.8 |

| | Unit |
|--|------------------------|
| Service Description | Price |
| BRANCH ORDER PROCESSED | \$2.5000 |
| DEPOSITORY SERVICES | |
| CHECK DEPOSITED-ON US | \$0.1500 |
| CHECK DEPOSITED-TRANSIT | \$0.2500 |
| CHECK IMAGE DEPOSITED | \$0.0700 |
| IDD MONTHLY MAINTENANCE FEE | \$20.0000 |
| RETURN ITEM | \$7.0000 |
| RETURN ITEM REDEPOSIT | \$5.0000 |
| RETURN - EMAIL NOTIFICATION | \$1.0000 |
| REQUALIFICATION OF RETURN ITEM | \$3.0000 |
| DISBURSEMENT SERVICES | |
| CHECK / DEBIT POSTED | \$0.1500 |
| PAPER CHECK RETURN | \$6.0000 |
| IMAGE STORAGE PER ITEM | \$0.0200 |
| PWS CHECK INQUIRY MAINTENANCE | \$15.0000 |
| PWS RECON REPORT/STMT MAINT | \$0.0000 |
| PWS IMAGING MAINTENANCE | \$0.0000 |
| STOP PAYMENT - ELECTRONIC | \$15.0000 |
| FUNDS TRANSFER SERVICES | |
| ELECTRONIC BOOK DEBIT S/T | \$2.0000 |
| ELECTRONIC BOOK DEBIT REPAIR | \$7.5000 |
| ELECTRONIC FED DEBIT S/T | \$4.0000 |
| ELECTRONIC FED DEBIT REPAIR | \$14.5000 |
| ELECTRONIC CHIP DEBIT S/T | \$12.0000 |
| ELECTRONIC CHIP DEBIT REPAIR | \$14.5000 |
| ELECTRONIC CHECK DEBIT S/T ELECTRONIC CHECK DEBIT REPAIR | \$30.0000 |
| ** ELECTRONIC CHECK DEBIT REPAIR ** ELECTRONIC LINESHEET SET-UP | \$40.0000 \$0.0000 |
| REPETITIVE INSTRUCTION STORAGE | \$0.0000 |
| BOOK CREDIT | \$2.0000 |
| FED CREDIT S/T | \$4.0000 |
| FED CREDIT S/T | \$14.5000 |
| CHIPS CREDIT S/T | \$12.0000 |
| CHIPS CREDIT REPAIR | \$14.5000 |
| MAIL DEBIT ADVICE | \$1.0000 |
| MAIL CREDIT ADVICE | \$1.0000 |
| | • |
| JPMORGAN ACCESS CLIENT MAINTENANCE | \$0.0000 |
| ACCOUNT MAINTENANCE | \$25.0000 |
| TRANS REPORTED - 45 DAY | \$0.1000 |
| ACCT TRANSFER ITEM | \$1.0000 |
| PREMIUM ASSESSMENT FEE PREMIUM ASSESSMENT FEE | \$299.1700 |
| | |
| RECONCILIATION SERVICES | Φο οροο |
| FULL RECONCILEMENT - PER ITEM | \$0.0800 \$75,0000 |
| FULL RECONCILEMENT - MAINT | \$75.0000 \$60.0000 |
| PARTIAL RECONCILEMENT - MAINT | \$60.0000 \$0.0700 |
| PARTIAL RECONCILIATION-PER ITM PAYEE NAME VERIFICATION | \$0.0700 \$0.0150 |
| FATEE NAME VERIFICATION | \$0.0150 |

| | Unit |
|--------------------------------|-----------|
| Service Description | Price |
| POSITIVE PAY MAINTENANCE | \$0.0000 |
| EXCEPTION ITEM | \$2.5000 |
| POSITIVE PAY NO RECON - MAINT | \$15.0000 |
| ISSUE INPUT WITHOUT RECON | \$10.0000 |
| CHECK EXCEPTION RETURN | \$20.0000 |
| INPUT FILE TRANSMITTAL REPORT | \$2.0000 |
| EXCESSIVE ARP REJECTS | \$2.0000 |
| DATA ENTRY - MANUAL | \$2.5000 |
| DEPOSIT RECON MAINTENANCE | \$60.0000 |
| DEPOSIT RECON ITEMS | \$0.1000 |
| CD ROM | \$20.0000 |
| CD ROM MAINTENANCE | \$10.0000 |
| IMAGE CAPTURE PER ITEM | \$0.0200 |
| VAULT SERVICES | |
| VAULT DEPOSIT | \$1.0000 |
| VAULT NIGHT DROP MAINTENANCE | \$0.0000 |
| VAULT DEPOSIT PER \$1,000 | \$1.0000 |
| VAULT EMAIL NOTIFICATION | \$0.5000 |
| VAULT DEPOSIT ROLLED COIN | \$0.2000 |
| VAULT ORDER COIN ROLLS | \$0.1200 |
| VAULT ORDER - COIN ROLL BOX | \$0.0800 |
| VAULT ORDER COIN BAG LOOSE | \$3.7500 |
| VAULT DEPOSIT IN NON STD BAG | \$1.0000 |
| VAULT STANDARD ORDERS | \$5.0000 |
| VAULT ORDER CURRENCY STD STRAP | \$0.3500 |
| VAULT ORDER CURR NON STD STRAP | \$0.0250 |
| VAULT DEP PARTIAL OR MIXED BAG | \$7.5000 |
| VAULT DEPOSIT ADJUSTMENT | \$5.0000 |
| VAULT DEPOSIT ADJUSTMENT NOTIF | \$5.0000 |

Tab Q – Sample Reports to Submit

Sample Account Analysis and User's Guide

Please see Attachment 8 for the Sample Account Analysis and User's Guide.

• Sample Account Statements

Please see Attachment 8 for the Sample Account Statements.

• Sample Prior Day and Current Day Reports

Please see Attachment 4 for the Sample Prior Day and Current Day Reports.

Tab R – Relevant Contract, Agreements and Statements to Submit

Sample Funds Transfer Agreement

Please see Attachment 1 for our Sample Account Terms and Agreements.

• Sample Contract for Deposit of Monies

Please see Attachment 1 for our Sample Account Terms and Agreements.

Tab S - Financial Statements and Ratings

Please provide the most recent audited financial statements or annual report for the financial institution (a reference to electronic availability will suffice). Also include the institution's most current Standard & Poor's, Moody's and or Fitch credit ratings, where available.

Credit Ratings

J.P. Morgan is routinely rated by industry experts Moody's, Standard & Poor's, and Fitch. Ratings as of December 8, 2015 are shown below.

| Credit Ratings – December 4, 2015 | | | | |
|--|-----------------------------|-------------------|--------|--|
| | Moody's | Standard & Poor's | Fitch | |
| JPMorgan Chase & Co. | | | | |
| Outlook | Stable | Negative | Stable | |
| Long-term issuer rating | A3 | A | A+ | |
| Short-term issuer rating | P-2 | A-1 | F1 | |
| Senior unsecured | A3 | Α | A+ | |
| Commercial paper | P-2 | A-1 | F1 | |
| Subordinated debt | Baa1 | A- | A | |
| Trust Preferred | Baa2 | BBB- | BBB | |
| Preferred stock | Ba1 (on review for upgrade) | BBB- | BBB- | |
| JPMorgan Chase Bank, N.A. and Chase Bank USA, N.A. | | | | |
| Outlook | Stable | Stable | Stable | |
| Long-term issuer rating | Aa3 | A+ | AA- | |
| Short-term issuer rating | P-1 | A-1 | F1+ | |
| Senior unsecured | Aa3 | A+ | AA- | |
| Short-term | P-1 | A-1 | F1+ | |
| Long-term domestic deposits | AA2 | N/A | AA | |
| Subordinated debt | A1 | A | A | |

Audited Financial Statements

J. P. Morgan's most current Annual Report can be view via the link provided below: http://investor.shareholder.com/jpmorganchase/annual.cfm

Tab T – Sample City Agreement, Mandatory Insurance Requirements

See Attachment 1 for a sample of the City's standard personal services agreement.

We have reviewed the form of agreement included in the RFP. Rather than providing a specific markup of the form provided, we provided a sample version of our standard form of Account Terms and representative Service Terms for the services that are the subject of the RFP in Attachment 1. In addition to those terms, a mutually agreeable contract will be entered into by the parties. Please note that we are amenable to discussing modifications to our Account Terms and Service Terms and incorporation of specific provisions where appropriate to try and meet your needs. However, please keep in mind that J.P. Morgan's policies do not allow for:

- the provision of unlimited indemnities;
- conveyance of intellectual property rights;
- acceptance of consequential, incidental, or special damages;
- liquidated damages;
- agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the RFP; or
- deviations from the insurance coverage the bank carries

The standard Account Terms and Service Terms, as applicable to services and accounts contemplated by the RFP, will be incorporated within the final agreement, except to the extent of modifications to which we have mutually agreed, as elsewhere set forth in the final agreement between us.

In addition, any representations, warranties, certifications, and the like, which the RFP may otherwise impute to any proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this submission by J.P. Morgan.



Tab U – Service Enhancement and Industry Best Practices

What best practices have you identified in this industry space?

Best practices for banking and other related operational processes vary greatly by agency size and type. The City's current banking needs and processes appear to be relatively straight forward. The greatest opportunities to create operational efficiencies lies in the ability to transition from paper to electronic and automate reporting where possible. We are proposing the use of our remote deposit capture service, and our J.P. Morgan Access platform will give City staff the tools needed to move in this direction. Our team looks forward to partnering with the City to identify other opportunities to improve efficiency, automation and service.

 Describe any services and technological enhancements not previously mentioned that should be considered for further improving the effectiveness of the City's treasury management operations, including procedures for Positive Pay processing and remote check deposits.

We continue to invest our time and resources strategically to make sure that we remain technologically advanced and market-focused. Central to our relationship, is anticipating your future treasury services needs and wants. We make it our business to anticipate how to serve the City better. Your relationship team will deliver on this commitment.

We provide you with a list of optional or value-added services below:

- Image Deposit Direct
- Purchasing Card
- Positive Pay/Recon

Image Deposit Direct

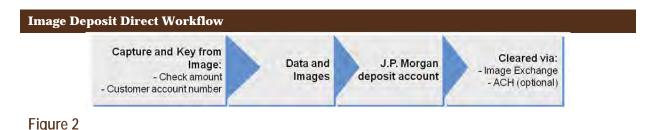
Image Deposit Direct[®], one of J.P. Morgan's remote deposit solutions, is an efficient and cost-effective electronic alternative to paper deposits.

Image Deposit Direct is an end-to-end hardware, software and processing solution for eliminating paper check payments at branch locations, drop boxes, and internal retail and consumer lockboxes. To use Image Deposit Direct, the City needs a high-speed Internet connection, a desktop check scanner and a Windows-based PC. Features include:

- Image Deposit Direct is for use in the U.S. only. Checks must be scanned from a U.S. location, drawn on a U.S. financial institution, in U.S. funds, into a U.S. J.P. Morgan domiciled DDA.
- Image Deposit Direct accepts checks drawn only on U.S. financial institutions as well as business, government and consumer checks, U.S. Postal Money Orders, Western Union[®] Money Orders, demand drafts, government warrants, etc.
- The City scans images of checks and transmits them electronically to J.P. Morgan for clearing.
- Transmissions are conducted through secure HTTP protocols employing 128-bit encryption.



- The bank maintains check images in an archive for online access.
 - Duplicates are detected when checks already scanned for deposit over a specific period of time are identified at scan time.
 - The City can remove a suspected duplicate check from the deposit or choose to continue to deposit it.
- J.P. Morgan provides same-day ledger credit for checks received by the deadline.
- An implementation specialist works with the City to set up Image Deposit Direct.
- Check images are typically available at the image archive immediately after a deposit is submitted.
 J.P. Morgan maintains Image Deposit Direct images in the online repository for 25 months.
- Image Deposit Direct maintains detailed deposit history reports that the City can easily download
 and import to an ERP accounting system. The City can download reports and view images at any
 time.



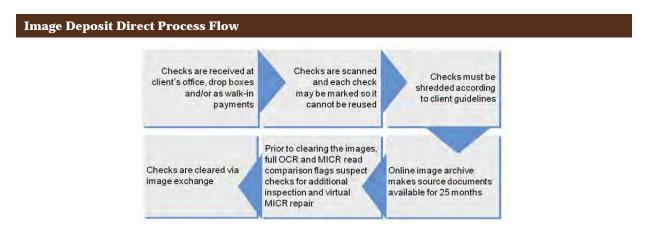


Figure 3

Image Deposit Direct Mobile

Image Deposit Direct Mobile, extends the reach of a remote deposit service to the point check receipt, and is another efficient and cost-effective electronic alternative to paper deposits. It only requires a compatible smartphone device or tablet, connectivity service plan, a wireless signal, and a J.P. Morgan Demand Deposit Account.

- Image Deposit Direct Mobile is for use in the U.S. only. Checks must be scanned from a U.S. location, drawn on a U.S. financial institution, in U.S. funds, into a U.S. J.P. Morgan domiciled DDA.
- IDD Mobile is fully integrated with our existing IDD desktop solution providing all the same features and functionality via a PC.
- To maximize organizational efficiencies, use IDD desktop scanners and Mobile solution together or stand alone.
- The application is intuitive and easy to use, requiring minimal training or support.
- Employees in the field can photograph and capture checks to the J.P. Morgan DDA.
- An optional user field allows data entry of additional deposit information (numeric or alphanumeric characters only) that will flow through IDD with the associated check.
- The check is uploaded and transmitted to J.P. Morgan for processing.

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- Review fourteen-day deposit history on the smartphone.
- No sensitive data is stored on the mobile device once a deposit is completed.

Image Deposit Direct Desktop & Mobile Workflow

JPMC Corporate & Commercial clients located in the US receives paper checks from their clients for payment of products & services. Note: Checks must be scanned in the US. Checks are photographed in the field with a smartphone or tablet device. You may key in data using the IDD mobile solution. Duplicate checks, invalid MICR and failed image quality are rejected on the smartphone. CARLAR validates the amount keyed. Mismatches Aweb-accessible image archive Checks captured on the makes source documents smartphone are deared available for 25 months. mustbe rekeyed. *1234567890# Checks are stored and shredded according to Checks captured on the Full OCR and MICR security features compare desistop scanner are company guidelines and flag suspect checks for additional inspection and repair. IQA-failed items are rejected and cleared as images Checks received at your office drop boxes must be rescanned. CAR/LAR security features orwalk-in payment desks are captured on a validate the amount keyed. Any amount mismatches must be rekeyed. desktoo scanner. You may also scan images of coupons and key in data using the DD desktop solution. Common acronyms

Figure 4

Positive Pay/Recon

- J.P. Morgan offers clients both positive pay and reverse positive pay. Additionally, we have enhanced these products to include payee name matching.
- J.P. Morgan's positive pay service was designed for clients seeking additional fraud control. Each time clients distribute checks, clients using service electronically transmit all of the items issued against their controlled disbursement account(s). J.P. Morgan processes the daily checks-presented information against the client's input file and generates an exception report on a next-day basis, identifying all items that are presented with mismatched or no issue information on file. The review of exception items includes an image of the front and back of each check. With the ever-increasing use of Image Replacement Documents (IRD) and converted check information, J.P. Morgan now incorporates this electronic data into our positive pay process. These items are now included, along with the data from the traditional paper items, in the client's positive pay reporting.

Clients using our reverse positive pay service receive a daily checks-presented file from J.P. Morgan on a same-day or next-day basis. Clients match the presented file to their reconciliation application to identify any exceptions. Optionally, a client may send the bank an exception file of all items that need to be reviewed (i.e. a kickback file). J.P. Morgan will load the exception items into our database, and then provide the client with access to the images of the exceptions via our Internet-based J.P. Morgan ACCESS Checks system the next day.

Partial reconciliation reports are also available as an option for reverse positive pay clients.

J.P. Morgan offers clients a complete range of account reconciliation services (ARP). All ARP services are optional and are designed to enhance reconciliation efficiencies. These services are described in further detail below.



Full Reconciliation

J.P. Morgan offers the City a complete reconciliation of outstanding and paid checks with the option of reconciling accounts by the week, month, fiscal or calendar year in format tailored to meet your needs. You provide us with detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes). The City chooses how you wish to supply this data: in a file transmission or by upload or manual key entry to J.P. Morgan ACCESS Checks, as warranted by the check activity in each account.

With check issued data, J.P. Morgan will perform a full reconciliation of activity in the account, delivering a reconciliation report package online via J.P. Morgan ACCESS or on CD-ROM. The Standard Full Reconciliation package includes an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date.

The City can receive Account Reconciliation Reports via the Internet.

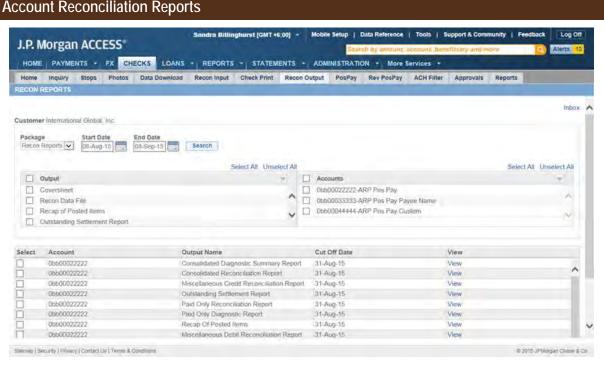


Figure 5

Partial Reconciliation

Partial Reconciliation provides the City with a detailed listing of checks paid against a disbursement account over a client-defined period of time. This service also details certain other categories, such as stopped checks. Checks are typically listed in check serial number sequence with the amount and date each check was paid. The reports are available via J.P. Morgan ACCESS Online or on CD-ROM.

J.P. Morgan ACCESS Checks

The City's reconciliation report package will be available online via J.P. Morgan ACCESS Checks, our Internet-based reconciliation product, within five business days from the close of a cutoff cycle.

Data Download

Clients can use the Data Download feature in J.P. Morgan ACCESS Checks to reconcile accounts or perform extensive research on check activity:

- Data Download enables clients to download disbursement transaction detail information in a Comma Separated Value (CSV) or QuickBooks format file (QBO).
- Transactions available for ARP include outstanding and cancelled check status transactions along with paid, stop payment and return transactions.
- Non-ARP accounts will only have paid, stop payment and return transactions.
- Clients determine filter. The options available include account number, transaction status category, date paid, and effective date; each request is tracked and fulfilled within the client's J.P. Morgan ACCESS Checks Inbox.

If you activate this service, you will incur a monthly maintenance fee on your Account Analysis statement.

Attachment

- **Attachment 1. Sample Account Terms and Agreements**
- Attachment 2. Availability Schedule
- Attachment 3. J.P. Morgan ACCESS Online Hardware and Software Specifications
- Attachment 4. J. P. Morgan ACCESS Online Sample Reports
- **Attachment 5. Business Resiliency Plan Overview**
- Attachment 6. Sample Implementation Plan
- Attachment 7. Sample Account Analysis and Bank Statement User Guide



Attachment 1. Sample Account Terms and Agreements

ACCOUNT TERMS V1.4_02_24_15

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the "Account Terms") contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer. References to "the Bank" shall mean JPMorgan Chase Bank, N.A., and any of its affiliates. References to the "Customer" shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services, including any entity that is bound by a Subsidiary Election Agreement (not applicable in all jurisdictions), as may be amended from time to time. All accounts subject to the Account Terms are, regardless of their location, referred to as "Accounts". The Account Terms may be supplemented or amended as set forth in Section 17.6 (Amendments; Supplement; Waivers) herein. References to "Services" shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to "Service Terms" shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the "Account Documentation").

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank's prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts.

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

1. Authorized Persons.

- 4.1.1 Authorized Persons. The Bank is authorized to rely upon any document that identifies a person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for each Authorized Person in the manner requested by the Bank.
- Authorizations. Each Authorized Person is independent of the Bank, and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (Third Party Access) and Section 2.1 (Third Party Instructions) below; or (iv) any other transaction of the Customer with the Bank.
- 1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.
- 1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an "Access Request", and the third party designated in such form will be referred to as a "Third Party"). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank's electronic channels, facsimile transmission, in writing, by telephone and SWIFT, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (*Third Party Instructions*) below. Subject to the Third Party's completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation.

2. Instructions; Security Procedures.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank's security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective

as that of the Customer, whether or not authorized. An authenticated SWIFT or host-to-host (secure communications channel for data transfer) message issued to the Bank in the name of the Customer shall be deemed to have been given by an Authorized Person.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.1 (Security Procedure for Verbal or Written Instructions), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

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

4. Payment of Items.

- 4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.
- **4.2 No Inquiry.** The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.
- 4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.
- **4.4 Electronic Processing; Specifications.** The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

- 5.1 Processing Funds Transfer Instructions. The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Communications requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.
- **5.2 Acting on Instructions.** Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.
- **5.3 Inconsistent Name and Number.** The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.
- 5.4 Foreign Exchange. If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank accepts a funds transfer Instruction for payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as the Bank determines in its discretion and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which the Bank otherwise enters into foreign exchange transactions on the relevant date. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.

Foreign Exchange Cancellations, Reversals and Buybacks. Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

Cancellation of Foreign Exchange Drafts. Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 Interest. The Bank may pay interest on balances in interest-bearing Accounts at rates determined by the Bank, subject to any withholding or deduction for tax as required by applicable law, and is authorized to perform any other function (including blocking or suspending the Accounts) as required by applicable law or practice of any relevant tax authority or in accordance with the Bank's usual business practice. The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). To the extent market interest rates are negative, the rate applied by the Bank to interest-bearing Accounts may be negative, in which case the Customer may be required to make a negative rate payment, which the Bank shall also be entitled to collect by debiting the Account.

6.2 Fees and Taxes.

- (a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.
- (b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:
 - (i) ensure that the Deduction is made;

- (ii) pay the amount of the Deduction as required by applicable law:
- (iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and
- (iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.
- (c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.
- **Documentation and Information.** The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

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

8. Overdrafts.

- **Overdrafts.** The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft, notwithstanding any prior action or course of dealing.
- **8.2** Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off.

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

10. Agents; Information.

10.1 Confidential Information. The Bank agrees to take customary and reasonable measures to maintain the confidentiality of Customer confidential information. The Customer authorizes the Bank and its affiliates to disclose Account opening documentation, information with respect to any Account or Service, any banking transaction, and the Customer itself, including Customer confidential information, in order to provide the services under the Account Terms, Account Documentation and Service Terms, for compliance with legal and regulatory requirements, and for the Bank's operational purposes, risk management and compliance with internal policies: (i) to unaffiliated third parties, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties, and to agents of the Bank, (ii) to a proposed assignee of the rights of the Bank; (iii) to branches and affiliates of the Bank; (iv) to the auditors, legal advisers and consultants of the Bank, its branches and affiliates; (iv) to the auditors of the Customer; (v) to the Bank's or its affiliates' or the

Customer's examiners or other regulators, including tax authorities, law enforcement agencies, courts of competent jurisdiction or other official bodies, anywhere in the world, and (vi) pursuant to subpoena or other court process, or to establish, exercise or defend the legal rights of the Bank and its affiliates.

- 10.2 Agents. The Bank may retain agents to perform data processing, collection and other services in connection with the Accounts and Services.
- **10.3 Offshoring.** Subject to applicable laws, processing of Customer confidential information may be performed by any Bank affiliate, including affiliates, branches and units located in any country in which we conduct business or have a service provider. The Customer authorizes the Bank to transfer Customer Information to such affiliates, branches and units at such locations as the Bank deems appropriate.
- 10.4 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank's electronic access systems, officers and directors, employees, beneficial owners, customers or other personnel), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Services.

11. Liability Limitation; Force Majeure.

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

12. Indemnity.

The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") resulting directly or indirectly from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions (a) issued by an Authorized Person, (b) issued in accordance with the agreed upon security procedures or (c) on which the Bank is otherwise permitted to rely; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms. Notwithstanding the foregoing, the Bank shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

13. Notices.

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including SWIFT communication and emails), through internet sites, or by such other means as the Customer and the Bank may agree upon from time to time, at the address of the Customer provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Unless otherwise agreed, either the Bank or the Customer may close an Account or terminate a Service by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate. Notwithstanding the foregoing, either party may terminate an Account or a Service upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination necessary or required by applicable law, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies. The Bank shall have a reasonable opportunity to act upon any termination request. The Bank shall not be precluded from completing a request or Instruction received by it prior to a termination request based on receipt of such termination request. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed

to by the parties) and the Bank's obligations in respect of such Account or Services will terminate. However, any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. In the absence of Instructions from the Customer, the Bank may transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer provided to the Bank.

15. Account Disclosures.

- **Rejection of Funds.** The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.
- 15.2 Withdrawal. The Bank may refuse to allow withdrawals from any Account in certain cases, including cases where: (i) there is a dispute about the Account, including any dispute over which persons are authorized to represent or act for the Customer (unless a court or other competent authority has ordered the Bank to allow the withdrawal); provided that the Bank is not required to determine whether a dispute has merit in order to refuse to allow withdrawal of funds; (ii) a legal garnishment or attachment is served, including a levy, restraining notice, court order, or order of a judicial authority or enforcement agency; (iii) the Account is being used as collateral to secure a debt; (iv) documentation related to the Account has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates on time.
- **Payable Branch**; **Deposits Outside of the U.S.** Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.
- **15.4 Commissions and Rebates.** In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law.

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

17. Miscellaneous.

- **17.1 Languages.** If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.
- **17.2** Successors. The term Bank shall include any successors of the Bank, including assignees or successors of JPMorgan Chase Bank, N.A. or its affiliates or any person who has assumed the rights and obligations of the Bank or its affiliates hereunder or to which the same has been transferred.
- 17.3 Order of Precedence. Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.
- 17.4 Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms. If any provision of the Account Terms shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that

entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

- 17.5 Compliance; Transaction Screening. The Customer shall comply with all applicable laws and the Bank's policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time. The Customer agrees to comply with such directions.
- 4.6 Amendments; Supplements; Waivers. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable. All amendments must be in writing.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms.

- 17.7 Waiver of Immunity. To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity as against the Bank or its affiliates.
- 17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.
- **17.9 Recordings.** The Bank or the Customer, at its sole discretion, may make and retain recordings of telephone conversations between the Customer and the Bank.
- **17.10 Instructions.** All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks.
- 17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals.
- 17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank.
- 17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer's name, address, date of birth (for individuals), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any signatory on an Account. If the Customer fails to provide or consent to the provision of any such information, the Bank may close any Account or discontinue providing any Service without further notice.

Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time regarding the Customer's organization, business and, to the extent applicable, persons or entities maintaining bank accounts with the Customer. The Bank may also request further information and/or documentation in connection with the provision of the Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

17.14 Click-Thru. The Bank may deliver, make available and/or make accessible terms and conditions applicable to Accounts and Services to the Customer via electronic means and channels (including by posting such terms on a Bank website). The Bank may request that the Customer "click" its approval of such terms. Subject to applicable law, the Customer agrees that the act of "clicking" its approval (or any similar act which has the same effect) with respect to any such terms will be evidence of Customer's acceptance of the applicable terms and conditions, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms and conditions.

18. Interpleader.

If there is a dispute regarding the ownership of or entitlement to funds held by the Bank for the account of the Customer, the Bank may apply to an appropriate court for resolution of the dispute and may pay the funds into the court pending resolution. The Customer agrees to reimburse the Bank for any related expenses, including its attorneys' fees and costs.

19. Provisional Recredit.

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

ADDENDUM TO GLOBAL ACCOUNT TERMS | United States of America V1.4 02 24 15

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

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

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

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

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

- 3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a deposit ticket or other receipt acknowledging the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty. All other Account and Service Terms governing an Item will apply to an RCC.
- 3.14 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personally identifiable numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees to use and cause its employees and agents to use the Cards only at ATMs owned by the Bank and Customer shall be responsible for each Card and liable for any transactions and related fees initiated or charged upon using such Card. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank has the right to cancel any Card at any time and for any reason, and will notify Customer of such cancellation. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day. The Customer agrees to obtain possession and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center.
- 3.15 <u>Internet Gambling</u>. The Bank strictly prohibits the use of any Account or Card to conduct transactions (including the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section Part 233, Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith.

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

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

representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Bank may properly return any item which is the subject of a stop payment request. However, the Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

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

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

- 5.6 <u>Funds Transfer by Check</u>. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to create and issue a check to the name and address provided in the Instruction, signed by the Bank as agent for the Customer as drawer. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not negotiated within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.
- 5.7 <u>ACH.</u> Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable Rules & Regulations, to which the Customer agrees to be bound. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.
- 5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders.

 All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.
- 5.9 <u>Priority.</u> The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue.

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

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

Account until appropriate contact is made between the Customer and the Bank.

7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, phone, through internet sites, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

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

- 15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceeds the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.
- 15.9 <u>Branch Designation</u>. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

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

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

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

17.15 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit

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

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

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

- A. Determining the Day of a Deposit. If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.
- B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:
 - Cash:
 - Wire transfers; and
 - Electronic direct deposits to an account.
- C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:
 - U.S. Treasury checks that are payable to the Customer;
 - · Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
 - At least, the first \$200 from a day's total deposits.

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

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

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

- D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.
- E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$200 of the aggregate deposit will be available on the first business day after the day of deposit.

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

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

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

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

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

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JPMorgan Chase Bank, N.A. Member FDIC.

| Customer Name: | TEST CUSTOMER |
|----------------------------|---------------|
| Tax Identification Number: | 232342342 |

Dear Valued Customer:

Thank you for choosing **JPMorgan Chase Bank**, **National Association** or any of its affiliates or subsidiaries for your cash management banking services.

Enclosed you will find our standard Account Terms and United States Addendum to Account Terms that outlines our customary banking practices and provisions in connection with your accounts and services.

Your signature below represents your receipt and acceptance of the Account Terms and United States Addendum to Account Terms, and any service terms applicable to any services that your organization may use, as they may be amended or supplemented.

Please sign and return this form to your JPMorgan Chase Implementation Consultant.

We appreciate your business and look forward to servicing your future banking needs.

| Printed Name | |
|----------------|---|
| | |
| Title | |
| | |
| Signature | |
| | |
| Date | |
| | |
| E-Mail Address | |
| | |
| Phone Number | |
| | |
| | |
| Printed Name | |
| | |
| Title | |
| | |
| Signature | |
| | |
| Date | |
| | |
| E-Mail Address | / |
| | 7 |
| Phone Number | · |

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

HEADING

| Customer Name: ("Customer") | TEST CUSTOMER |
|--|---|
| Tax Identification Number: ("Client Entity") | 232342342 |
| Business Name: ("Business") | (Applicable only for Sole Proprietorship or business operating under an assumed name) |
| Jurisdiction of Organization: | |
| Type of Organization (Check One) | □ Corporation □ Sole Proprietorship □ Trust □ Unincorporated Association □ Limited Liability Company □ Partnership (including Limited Liability Partnership) □ Business Trust (under Delaware or Massachusetts law only) □ Joint Venture □ Governmental Entity (specify type): □ Other: □ |

- A. DESIGNATION OF DEPOSITORY. This Certificate Regarding Accounts (this "Certificate") is provided to any bank subsidiary of J.P. Morgan Chase & Co. (collectively, "Bank") with respect to any and all deposit accounts, related products and all Treasury Services products or services, that Customer currently has or may open in the future with Bank (collectively, the "Accounts").
- B. CERTIFICATION (as applicable to Type of Organization)
 - 1. Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, Business Trust. I am an officer, member, manager, director, or general partner (or person authorized to represent the member, manager, director or general partner), as applicable, of Customer. I certify to Bank that the governing body of Customer has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizational documents, have been entered in the regular minute books of Customer, have not been rescinded, or modified, and are now in full force and effect.
 - 2. Governmental Entity. I am either the custodian of the official records of Customer (the "Certifying Official"), or the public official authorized by law to establish and administer the financial accounts of Customer (the "Financial Officer"), and authorized to take all actions described in this Certificate.

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

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

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

C. AUTHORIZATIONS (applicable to all Types of Organizations)

6. Account Opening.

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

7. Banking Services.

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

8. Changes to Authorized Persons.

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

9. Deposits.

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

10. Continued Effectiveness.

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

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

11. Delegation of Authority for Trusts.

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

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

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

13. Authority of Governmental Entity.

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

E. CERTIFYING SIGNATURES

1. Applicable to all Types of Organizations EXCEPT Governmental Entity

| X | | X | | |
|----------------------|--------|-----------|--------------|--|
| Certifying Signature | | Certifyir | ng Signature | |
| | | | | |
| Print Name: | | Print Na | ame: | |
| | | | | |
| Capacity/Title | | Capacit | ty/Title | |
| | | | | |
| E-Mail Address | | E-Mail A | Address | |
| | | | | |
| Phone Number | | Phone I | Number | |
| | | | | |
| Executed this | day of | | | |

2. Applicable ONLY to Governmental Entity

| a) Certifying signer is: | ☐ Financial Officer | ☐ Certifying Official | |
|--|---|---|--|
| X | | | |
| Official's Signature | | | |
| Printed Name | | | |
| Printed Name | | | |
| Title | | | |
| E-Mail Address | | Phone Number | |
| Financial Officer: I certify that the Financial establish and administer the | Officer named above holds to Accounts of Customer and | the office indicated in the foregoing | Completed by an official other than the Certificate, and is authorized by law to Il agreements described in the foregoing |
| X | that the dignature set for the | bove to the fill and a Gillion of Signature | |
| Official's Signature | | | |
| Printed Name | | | |
| Title | , | | |
| E-Mail Address | | Phone Number | |
| Executed this | day of | | · |

CRA Instruction Sheet

HEADING

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

A. DESIGNATION OF DEPOSITORY

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

B. CERTIFICATION - By Entity Type

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

After reading this paragraph, proceed to Section C.

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

C. AUTHORIZATIONS (Applicable to all Types of Organizations)

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

| Entity Type | If this section is left blank, the following persons are "Account Managers" authorized to open accounts | |
|---|--|--|
| Corporation, Unincorporated Association | Any person holding an officer title with Customer | |
| LLC, Partnership, LLP | Any member, manager, general partner, or trustee, as applicable, of Customer | |
| Sole Proprietor | The Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by the owner of the business | |
| Trust (Other than a Business Trust) | Each individual trustee or as specified in the trust agreement | |
| Joint Venture | Each joint venturer | |
| Governmental Entity | If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, "Account Manager" means only the Financial Officer. If Customer is a governmental entity whose financial affairs are directed by governmental body, "Account Manager" means only the Certifying Official | |

CRA Instructions/Explanations

Account Opening, continued:

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

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

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

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

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

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

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

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

V1.3_07_30_12

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

| Type or Print Name | Signatures (Please sign inside the box) | Phone and Fax |
|--------------------|---|---------------|
| (Name) | | (Phone) |
| (T:11) | | (5.) |
| (Title) | | (Fax) |
| E-Mail Address | | |
| (Name) | | (Phone) |
| (Title) | | (Fax) |
| E-Mail Address | | |
| (Name) | | (Phone) |
| (Title) | | (Fax) |
| E-Mail Address | | |
| (Name) | | (Phone) |
| (Title) | | (Fax) |
| E-Mail Address | | |
| (Name) | | (Phone) |
| (Title) | | (Fax) |
| E-Mail Address | | |

| In Wit | itness Whereof, I have hereunto sul Day of | bscribed my name and | d affixed the seal | of the Organization, it | applicable, this |
|--------|---|----------------------|--------------------|-------------------------|------------------|
| By: | | | | | |
| | Signature | | _ | | |
| | Print Name | | | | |
| By: | Title | | - | | |
| | Signature | | - | | |
| | Print Name | | - | | |
| | Title | | _ | | |

Business Signature Card Additional Signatures for Replace All Signatures on Signatures for New Account(s) Card of ONE: listed Account(s) Account(s) listed below **Customer Name:** TEST CUSTOMER Address: 4322 KENMONT PL APT 5 City, State, Zip COLUMBUS, OH, 432204057, USA Telephone Tax ID Number: 232342342 Number: **Account Title:** Number(s): Accounts: ☐ All Accounts of Customer (Master Signature Card) Please check ☐ Selected Accounts Only (complete Account Numbers section above) (See attached list) one: INSTRUCTIONS: Use <u>BLACK</u> ink. Place the <u>Manual or Facsimile signature</u> within the box boundaries only. <u>Do Not</u> overlap signatures. <u>Required</u>: <u>Indicate if the signature</u> is <u>Manual or a Facsimile in the "PRINT NAME" box</u>. For your security, cross out all unused signature boxes before signing the signature card below. PRINT NAME TITLE SIGNATURE ■ Manual OR □ Facsimile PHONE NUMBER E-MAIL ADDRESS TITLE SIGNATURE PRINT NAME ■ Manual OR **□**Facsimile PHONE NUMBER E-MAIL ADDRESS PRINT NAME TITLE SIGNATURE ■ Manual □ Facsimile PHONE NUMBER E-MAIL ADDRESS The undersigned certifies to JPMorgan Chase Bank, NA (the "Bank") that (1) he/she is fully authorized to sign this Signature Card on behalf of the Customer and certifies that all statements made on this Signature Card are correct and in accordance with the Customer's internal account authorization, organizational and governing documents, (2) each signature presented on this Signature Card is the signature of the named person, who is fully authorized to sign and otherwise act on behalf of the Customer with respect to the Accounts identified in this Signature Card and (3) each Facsimile (including trade or assumed names and marks) provided above has been authorized for use as an Account Signature. The Customer acknowledges receipt of, and agrees to be bound by, the Bank's Account Terms and Service Terms, as may be amended or supplemented by the Bank from time to time. The Customer acknowledges and agrees that: (1) each person named and Facsimile in this Signature Card is an Account Signer/signature and is authorized to be used to sign checks, endorse checks payable to the Customer, conduct any transaction whatsoever or obtain any information or obtain any service with respect to the Accounts subject to this Signature Card; (2) the Bank is entitled to rely on the authority of each Account Signer herein until the Bank receives written revocation of such authority; and (3) no notice of revocation will be effective until the Bank has a reasonable opportunity to act on it. Authorized Signature: Officer Title: Date: Authorized Signature: Officer Title: Date: **INTERNAL USE ONLY** THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY: Print Name: Initials: Completion Date:

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| Customer Name: TEST CUSTOMER | | | |
|------------------------------|--------------------------|--------------------|--|
| Account Title : | Tax ID Number: 232342342 | Card of | |
| Account Number(s): | Telephone Numbe | r: Date: 7/23/2015 | |
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The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank) agree to comply with and be bound by the Rules as in effect from time to time.

- 1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:
 - · originate ACH Debit Entries;
 - originate ACH Credit Entries; and
 - instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

- 2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name. Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.
- 3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:
 - Customer's Debit Entries that Bank processed for settlement that day;
 - · RCCs issued for deposit to Customer's account on that day; and
 - · any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

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

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

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

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

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

5. Stop Payments; Reversals and Recalls; Rejections. Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank, Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

- **6.** Third Party Service Providers. Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.
- 7. Third Party Sender. If Customer is a Third Party Sender, as such term is hereafter defined, (a) Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, Customer shall indemnify, defend and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) Customer agrees to cooperate with Bank regarding any request for information concerning the identity of any Originator; and (d) Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between Customer and the Originator. Further, Bank will rely on Customer to evaluate the legitimacy of the Originators and their transactions originated by Customer and for ensuring that instructions do not involve illegal activities. Customer must notify Bank immediately if Customer suspects or become aware of any activity or transaction of an Originator that Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. Bank will be entitled at any time upon notice to Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf are originating Entries if Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. As used herein, "Third Party Sender" means an entity that is not an Originator, that has authorized an ODFI or another Third Party Sender to transmit, for the account of the Third Party Sender or another Third Party Sender, (i) a credit entry to the account of a Receiver in order to effect a payment from the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry) to the Receiver, or (ii) a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry). Without limitation of the foregoing, Third Party Senders include U.S. regulated financial institutions, brokers and other financial intermediaries as well as any other regulated or unregulated payment processors that are customers of the Bank and use their accounts to process payments for third parties (including affiliates of the Customer).

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

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

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

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

9. Incorporation of Account Documentation; Termination. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

1. ACH Debit Block

- (a) Service. JPMorgan Chase Bank, N.A. ("Bank") provides a service that allows Customer to block and return ACH debit entries originated to Customer's account with Bank. Customer can select from a variety of authorization or blocking criteria and advise Bank in a manner and form acceptable to Bank. Bank will return any blocked transaction indicating that the ACH debit was not authorized.
- (b) Company ID Numbers. If Customer elects an option that blocks or allows ACH debits from specified companies, Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.
 - Customer understands that Company ID Numbers are not unique and, that a Company ID Number may identify more than one Originator and one Originator may have multiple Company ID Numbers. Customer understands that Company ID Numbers are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID Number other than the one Customer identifies. Bank will not be responsible for transactions blocked or allowed in accordance with the instructions Customer provides for the Company ID Number.
- (c) Debits Not Affected by Blocking. ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:
 - debits to Customer's account to offset any ACH credit Entries originated by Customer through Bank;
 - reversals of previously received ACH credit Entries;
 - returns or reversals by the RDFI of ACH Debit Entries originated by Customer through Bank;
 - Reclamation Entries;
 - debits to Customer's account initiated by Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts Customer owes Bank or Bank's affiliates; and
 - debits to Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review

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

TAX PAYMENT SERVICE TERMS I JPMORGAN CHASE BANK, N.A.

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

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

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

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

3. Tax Payment Security Procedures.

- (a) A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.
- (b) This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.
- 4. Open Network Access. The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.
- 5. Funding. Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that.

Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

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

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

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

- 7. Stop Payments; Reversals and Recalls. Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.
- 8. Payment Limits. Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.
- 9. Limitation of Liability. Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months.
- 10. Incorporation of Account Documentation; Termination. The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

1. Service

The Bank will provide a service (the "Service") for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "Instruction") and from the Bank of messages, notifications and alerts, via online, host-to-host/file transfer and mobile channels. The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

2. Security Procedures

2.1. The security procedure for accessing the Service via the online and mobile channels includes an identification code and confidential password, and for certain functions, the use of a Bank issued or approved security device ("Security Device"), provided that the mobile channel allows for the use of a biometric identifier instead of a Security Device and identification code. The security procedure for accessing the Service via the host-to-host/file transfer channel includes the use of a Certificate, as set forth in Section 8 below. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security, including the compromise of a Certificate (as defined below). The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer agrees that any use of the Service in compliance with a Bank issued security procedure is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorised User, as defined in Section 2.3 below, to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorised Users.

- 2.2. The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application and/or the authority to add, update or delete security keys in connection with the host-to-host/file transfer channels. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
- 2.3. The security administrators shall be responsible for (i) designating individuals as users ("Authorised Users"); (ii) identifying the functions of the Service, including the Mobile Application (as defined below), that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation, as defined in Section 6 below. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorised Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "System") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration, and the Bank disclaims all risks relating thereto and makes no endorsement thereof, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and the Customer hereby expressly assumes such risks. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the security procedures in connection with the use of the Service. The Bank is not responsible for any errors or problems that arise from the malfunction or failure of the Systems nor is the Bank responsible for notifying the Customer of any upgrades, fixes, or enhancements to, or for providing technical or other support for the System.

4. Instructions; Data

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

5. Customer Warranties

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

6. Miscellaneous

- 6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorised Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such Authorised Users. The Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service ("Account Documentation"), are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail.
- **6.2.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).
- 6.3. All disputes arising outside the United States relating to or in connection with these Service Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile Application

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

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

8. Host-to-Host/File Transfer Services

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

- **8.1.** The Bank shall have the right to rely on any request relating to and in connection with the host-to-host/file transfer channels that the Bank believes in good faith to have been sent by a security administrator, notwithstanding that such security administrator may be a third party agent acting on behalf of the Customer.
- **8.2.** All requests to add, update or delete security keys will be coordinated through the Customer's customer service officer (or other designated Bank representative as the Bank may direct).
- 8.3. Customer shall provide a request and supplementary material (such as a text file or other physical representation of the public security keys of the relevant Certificate) in accordance with the Bank's administrative control procedures of the action to be taken, a request for a suggested date and time the action is to be taken, and an attached file containing the Certificate. The Bank shall effect such change requests within a reasonable period of time; however, such requests must be received at least two U.S. banking days prior to the security key implementation date.
- 8.4. Upon receipt of Customer's request, the Bank will validate the request. Upon successful confirmation, the Bank will reply confirming receipt of the security key file and the scheduled date and time for the action to take place. Requests for security key additions, updates or deletions will be actioned during the course of normal business hours, Monday through Friday, 8:30 AM 5:30 PM Eastern Time (United States). The Bank shall not take any action until a request has been received from the Customer which the Bank acting in good faith believes to be an authorized request, in the form the Bank advises the Customer.
- 8.5. The Customer agrees to abide by Bank's administrative control procedures for security Certificates, including the following:
 - (i) Certificates must have a finite validity period, the maximum length of which is determined by the combined use of a Transport Certificate and a Signature Certificate.
 - If digital-signature is applied to the file/payload, then the following applies:

- The Signature Certificate validity period is limited to five years, provided that the Transport Certificate validity period is two years or less; OR
- The Transport Certificate validity period is limited to five years, provided that the Signature Certificate validity period is three years or less.
- If no digital-signature is used, then the Transport Certificate validity period is limited to two years.

(ii) No Certificate shall be accepted unless it adheres to the following cryptographic specification:

Message digest: SHA-1, SHA-2, AES256

Asymmetric algorithm: RSA, DSS

Asymmetric algorithm key length: 2048 bits or more

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



JURISDICTION SPECIFIC PROVISIONS EXHIBIT

A. Australia & New Zealand

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

B. Peoples Republic of China

Any dispute arising from or in connection with these Service Terms shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The hearing place shall be Beijing. The arbitral award is final and binding upon both parties.

C. Indonesia

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

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

D. Malaysia/Labuan -.

- (i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia/Labuan and/or where the Service is provided in Malaysia/Labuan:
 - (a) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad (for Malaysia) and J.P. Morgan Chase Bank, N.A., Labuan Branch (for Labuan).
 - (b) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.
- (ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia (other than Labuan), or (2) in Malaysia (other than Labuan), that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than http://www.jpmorganaccess.com.my.

E. Republic of China (Taiwan)

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

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

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

F. European Union.

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

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



LOCKBOX SERVICE TERMS | JPMORGAN CHASE BANK, N.A.

V1.4_05_16_13

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account. These Lockbox Service Terms ("Service Terms") supplement the deposit account terms ("Account Terms") governing Customer's deposit accounts with the Bank, which are incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable Account Documentation or by using or continuing to use this Service, Customer agrees to these Service Terms.

- 1. Service. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.
- 2. Deposit; Endorsement. The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.
- 3. **Differing Amounts.** If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
- 4. Foreign Items. This Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to Customer as unprocessable.
- 5. Returned Items; Re-presentment. If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.
- 6. Security for Imaged Items. The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.
- 7. Image Option. If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.

- 8. Original Documents; Image Storage. Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction., per the Customer's selection If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.
- 9. Accuracy; Legibility. The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 10. Disclosures. As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.



Virtual Remit is a remote scanning service that processes remittances and promotes Customers' efficiency in their businesses. Through this service, the Customer's remittance deposits can be imaged and transferred to JPMorgan Chase Bank, N.A. (the "Bank") via a Bank supplied data platform for further processing and posting to the Customer's deposit account.

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Virtual Remit services for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Lockbox Service Terms and Account Terms are incorporated into these Service Terms by reference.

2. Processing

Customer shall provide through Bank approved devices the captured check ("Item") and Document Images in the format and specifications and in accordance with the procedures required by the Bank. The Bank may process the Items as substitute checks, electronic images or photos-in-lieu, as may be applicable for further clearing through another financial institution, clearinghouse or the Federal Reserve Bank. Customer assumes sole responsibility for the creation of these images and their subsequent provision to the Bank. If any Item or Document Image does not meet the Bank's or any transferee's standard processing requirements, in processing such Items, Customer assumes all risk of loss or delay and authorizes the Bank to either (a) return the Item to the Customer without further processing, (b) process the Item as sent from the Customer, (c) process the Items as photos—in-lieu of the originals, or (d) repair or attempt to repair the items for further processing.

3. Deposit Time

Items and Document Images are deemed received by the Bank when the Items and Document Images have been transferred onto the Bank's system and made available for the Bank to validate. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. As a result, Customer will make every effort to send the items as early as possible. Items that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on meeting the deposit deadlines in the availability schedule.

4. Foreign Items

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

5. Warranties.

- 5.1 Customer represents and warrants to Bank that:
 - Customer will capture and transmit all Items and Document Images using Bank approved hardware and software applicable to the Service's function;
 - Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
 - The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
 - The Item conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;
 - No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper
 or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already
 paid:
 - Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
 - Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
 - Customer will only transmit Items that originated as paper checks;
 - · Customer will comply with all applicable laws and regulations;
 - Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
 - If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

6. Disclaimer.

Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer's access to the Services will be uninterrupted, error free or secure.

7. Indemnification.

Customer agrees to indemnify and hold the Bank harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by Customer pursuant to these Service Terms or the Lockbox Service Terms; any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items as either the bank of first deposit, truncating or reconverting bank.

8. Customer Liability.

Customer shall be solely responsible if any item for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement, warranty claims or return. Information and data reported under these Service Terms: (a) may be received prior to final posting and confirmation and are subject to correction and (b) are for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer agrees to provide a legible copy of an image or the original Item if requested by the Bank. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Item.

9. Suspension/Cancellation of Service.

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

10. Intellectual Property Ownership.

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

11. Audits. Customer agrees that the Bank shall have the right to audit Customer's books, records, processes and procedures for managing and maintaining the security and safety of the scanners, transmissions and original Items, including the right to audit Customer's and Customer's agents, if any, physical locations where Customer scans original Items and processes electronic check images and data related to the Service. Scanners provided through this Service are to only be used at locations within the United States.

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SERVICE

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the coin and currency services listed below (each a "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

CASH ORDERS

1. Cash Orders.

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

2. Cash Limits.

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

3. Discrepancies for Cash Orders.

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

4. Cancellations and Amendments.

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

5. Notice of Rejection.

If the Bank rejects a Cash Order, it will promptly notify the Customer of the reason.

6. Notice of Execution.

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

7. Security Procedure.

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

CASH DEPOSITS

8. Standard Courier Service.

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

9. Deposit Presentment and Processing for Standard Courier Service.

With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

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

10. Courier Service through the use of a Smart Safe.

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

11. Deposit Presentment and Processing Courier Service through the use of a Smart Safe.

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

12. Discrepancies.

All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slips prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the count will be re-counted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than any minimum amount specified in the Bank's guidelines.

13. Relationship upon Delivery of Bags.

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

14. Deliveries to an Unattended Facility.

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

15. Liability at Unattended facility.

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



POSITIVE PAY, REVERSE POSITIVE PAY, AND PAYEE VERIFICATION SERVICE TERMS

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the check fraud protection services listed below (each a "Service") for checks ("Items") presented to the Bank for payment against the Customer's demand deposit account associated with the Service (the "Account") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms. Positive Pay, Reverse Positive Pay, and Payee Verification services help prevent check fraud on deposit accounts by identifying discrepancies between Items presented to the Bank for payment and those Items issued by Customer.

1. Services.

With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on Items being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date, [not as part of Reverse Positive Pay]; and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually agreed upon transmission method. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the Items they have issued.

Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized to pay such Item is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for failing to detecting any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank.

5. Voided Items.

The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer decides to stop pay an Item that it has already issued, the Customer is required to place a Stop Payment request pursuant to the relevant terms of the Account Documentation, outside of these services.

6. Item Payment.

The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any Item for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Reverse Positive Pay Service, the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.



1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with controlled disbursement services (the "Service") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and other service terms ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation (as may be amended, modified or supplemented from time to time) or by using or continuing to use the Service, the Customer agrees to these Service Terms.

2. Controlled Disbursement Account.

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

3. Payment of Items.

Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

4. Over-the-Counter Presentment.

Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

5. Funding Account for Controlled Disbursement.

Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

6. Media.

Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.

7. Routing Transit Number.

Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

8. Financial Condition.

In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

9. Third Party Usage.

Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 9. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 9, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.

- 1. Check Print Services. The Bank will provide the Customer with check print services (the "Check Print Service") in accordance with these Service Terms. The provisions of the Bank's Account Terms governing the Customer's deposit accounts, including any accounts used to fund the purchase of cashier's checks created through the Check Print Service ("Funding Account"), are incorporated into these Service Terms by reference.
- 2. **Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
- 3. Check Pull Requests. For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.
- 4. Receipt of Print Orders. The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.
- 5. Issuance of Checks/Documents. For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.
- **6. Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.
- 7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
- 8. Reliance Upon Instructions. The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless it is agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change..
- 9. Limitation of Liability.
 - The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.
- 10. Cashier's Checks. If the Bank will be creating cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's Funding Account for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

1. Service. JPMorgan Chase Bank, N.A. (the "Bank") shall provide you (the "Customer") with the Check Deposit Return Images service (the "Service") which shall enable Customer to access stored check images. Check image data (hereinafter "Check Image Data") may be produced from (a) checks drawn on the Bank by the Customer ("Bank Checks"), or (b) checks drawn on other financial institutions by third parties, deposited at the Bank by the Customer and returned to the Bank ("Returned Deposits"). The Bank will load and store the Check Image Data and provide access thereto in accordance with this Agreement. Instructions for Customer's use of the Service shall be set forth in a User Manual provided by the Bank to Customer and shall be included as part of the Service Material furnished by the Bank to Customer hereunder. All Customer Archives will be logically separate and Customer will have access only to its own Customer Archive.

The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, the Customer agrees to these Service Terms.

- 2. Service Material. The Bank shall provide Customer with technical requirements and specifications for software and hardware for Customer to use in connection with the service (the "Service Material"). Customer shall follow the requirements and procedures set forth in the Service Material, which the Bank may revise from time to time upon notice to Customer. The Bank will provide at least thirty (30) days notice to Customer of any such revisions. The Bank makes no warranties and disclaims any and all liability to Customer with respect to the performance of or capability of any third party software or hardware used by Customer in connection with the Service.
- Compliance with Laws and Regulations. The Bank represents and warrants to Customer that the Service, when used in accordance with these Service Terms, is in full compliance with all United States laws and regulations relating to banking, data protection and privacy.
- 4. Security Procedures. Customer agrees to abide by the Security Procedures provided by the Bank to Customer, and if applicable for the iVault and other Services implemented for Customer.
- 5. Liability Limitations.
 - a) In no event shall the Bank's liability to Customer arising out of or resulting from the Agreement or the Service exceed the total of the prior six (6) months fees paid to the Bank, for the term of this Agreement. The Bank makes no other warranties with respect to the Services supplied hereunder and disclaims any and all warranties with respect thereto, both express and implied, including but not limited to any warranties of merchantability or fitness for a particular purpose.
 - b) To the maximum extent permitted by law, the Bank shall not be liable for any loss, destruction or mutilation of Customer Check Image Data.
- 6. Storage Period. The Bank agrees to store Customer Check Image Data for a period of seven (7) years or such longer period as the parties may otherwise agree in writing. In the event a Customer requests more long-term storage, the Bank reserves the right to renew this Agreement at the Bank's then current rates.
- 7. Termination. In the event of termination by either party, the Customer will no longer have access to such Customer Check Image Data.
- 8. Referrals. JPMorgan has a number of alliance affiliates through our strategic alliance program that refer business to us. When these referrals occur, the affiliate making the referral might receive some financial benefit, such as a referral fee, as a result.

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with a service whereby Bank will send Customer its check returns via electronic transmission as further set forth below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. Transmission and Processing.

For any check deposited to Customer's account(s) at Bank that is returned to the Bank unpaid, Customer authorizes the Bank to transmit the return check image and data in the ANSI industry standard format to the Customer (the "Transmission") without sending the return check in paper form.

3. Intellectual Property Ownership.

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

4. WARRANTIES AND DISCLAIMERS.

- 4.1 CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT CUSTOMER WILL EMPLOY COMMERCIALLY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR INAPPROPRIATE USE OF THE RETURN CHECK IMAGE.
- 4.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT CUSTOMER'S ACCESS TO THE SERVICE PROVIDED UNDER THESE SERVICE TERMS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE.



- 1. Service Terms. JPMorgan Chase Bank, N.A. ("Bank") will provide Customer the Image Deposit Direct (IDD) Service (the "Service") in accordance with the provisions set forth in these Image Deposit Direct Service Terms (the "Service Terms"). The provisions of the Bank's account documentation, including the account terms governing the operation of business accounts and services and any applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated herein. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail. Capitalized terms used in these Service Terms and not defined herein have the meanings set forth in the Account Documentation.
- 2. The Service. The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashiers checks, traveler's checks payable in U.S. Dollars and drawn on U.S. banks or US Postal Service Money Orders, payable to the Customer, by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Image") and related data to Bank. As part of the Service Customer must use software and hardware provided by or acceptable to Bank. Customer is solely responsible for the Image and any information or data transmitted, supplied or key-entered by Customer employees or its agent. Before any Image of an Item is transmitted to the Bank, the Item shall be endorsed with the legend "For Deposit Only" and the Customer's name or account number unless otherwise provided for by the Bank.
 - a. Customer agrees that after the Image of the Item has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.
 - b. Customer agrees that a copy made from the Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.
 - c. If Bank receives the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit. If Bank receives the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.
 - d. The term of the Service is two (2) years. After the expiration of the initial two year term, the Service shall continue on a month to month basis.
 - e. Customer is responsible for making certain that only Images of eligible Items are sent to Bank through this Service. Any Image of an Item sent through this Service that is not eligible as set forth in Section 2 above will be handled at Customer's sole risk and liability.
 - f. Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.
 - g. Customer agrees that Scanners used as a part of this Service are only to be used at locations within the United States.
- 3. Item Processing. If the submitted deposit transmission with respect to any Item does not comply with the Bank's or its processor's requirements for item type submitted, content, batch size and/or format, Customer shall be responsible for any loss related to the processing of such Item, including if the Bank, in its sole discretion:
 - a. further transmits the Item or data in the form received from Customer;
 - **b.** repairs or attempts to repair the Item or data and then further transmits it;
 - c. processes the Item as a photocopy in lieu of the original; or
 - d. returns the Item or data to Customer unprocessed and charges back Customer's account.
- 4. Warranties. Customer represents and warrants to Bank that:
 - a. any Image Bank receives accurately and legibly represents all of the information on the front and back of the original Item as of the time the original Item is truncated;

- b. the information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- c. the Image conforms to the technical standards for an Electronic Item set forth in Regulation J and Federal Reserve Bank operating circulars and for a substitute check set forth in Regulation CC:
- d. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- e. Customer will not redeposit through this Service any Item previously deposited and returned to Customer unless Bank advises Customer otherwise:
- f. Customer will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g. Customer will only transmit Images created from original paper Items; and
- h. Customer will comply with all laws and regulations applicable to Customer in its use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.
- Computer Equipment; Browser Access and Internet Services. Customer is responsible for obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "System") necessary for Customer to access and use the Service in accordance with the Bank's recommended system configuration.. This responsibility includes, without limitation, Customer's utilizing up-to-date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and Customer hereby expressly assumes such risks, including, but not limited to those Bank may disclose in its educational materials. Customer acknowledges that Customer is responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. Customer acknowledges that it has made an independent assessment of the adequacy of the Internet and Systems in connection with the use of the Service and that Customer is satisfied with that assessment. Customer agrees that the presence of any malware, including, without limitation, any keystroke logger type of malware, on any of Customer's computers shall be presumed, unless proven otherwise by clear and convincing evidence by Customer, to constitute the failure by Customer to fulfill its duty at all times to maintain the proper functioning, maintenance and security of its own systems, services, software and other equipment, and to be the cause of any damage, loss, expense or liability which may be suffered or incurred by Customer. Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer and the Customer is responsible for all fees associated therewith. Bank disclaims all risks related thereto and makes no endorsement thereof, notwithstanding that the Bank may recommend certain security and/or communications software and services or provide a link to a third party site where Customer may download software
- 6. Security Devices. In order to communicate electronically with Bank whether via the Internet, or otherwise, to access information or effect transactions in connection with the Service, Customer shall utilize identification codes, passwords, authorization, authentication and/or encryption algorithms, tangible or intangible security tokens, cookies, digital signatures and private or public keys (individually a "Security Device" and collectively the "Security Devices") to be issued or approved by Bank from time to time. To prevent unauthorized access to Customer's accounts and to prevent unauthorized use of the Service, Customer agrees to protect and keep confidential the Security Devices used for accessing Customer's accounts via the Service. If Customer believes someone may attempt to use or has used the Service without Customer's permission, or that any other unauthorized use or security breach has occurred, Customer agrees to immediately notify Customer's relationship officer.

7. Product Rights.

- a. Grant of License. To the extent Bank or its licensors make any software available to Customer via download on its website or by any other means for use in conjunction with the Service, Bank hereby grants, and Customer hereby accepts, for the term of these Service Terms, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.
- b. Title. Except for the license granted to Customer hereunder, all rights and title in and to the Products, including any improvements, modifications, and derivative works, will at all times remain with Bank or its licensors, and Customer shall acquire no rights in the Products.

Use of Products.

i) Customer agrees that the Products will be used only by Customer and Customer's Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that Customer will be liable for Customer's Affiliates' acts and omissions in connection with the Products. For purposes of this Agreement, "Affiliates" means those entities that control, are controlled by or are under common control with Customer. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.

- ii) Except as otherwise expressly provided herein, Customer will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.
- iii) Customer will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
- iv) Customer shall use the Products solely for Customer's internal business purposes. For purposes of this clause, the expression "internal business purposes" will in no circumstance include time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.
- v) Customer will notify Bank in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to Customer.
- vi) Customer acknowledges that the Products constitute trade secrets and represent significant economic and commercial value to Bank and/or its licensors and must be maintained as secret, confidential and proprietary. Customer agrees that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. Customer will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as Customer ordinarily use in protecting Customer's own most valuable confidential and proprietary information. Customer will not remove or alter any copyright or other proprietary legends contained on the Products.
- vii) Customer obligations under this Section survive termination of these Service Terms.
- d. Installation, Training and Maintenance. Customer will be solely responsible for the installation, training, maintenance and use of the Products. It is Customer's (and expressly not Bank's) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.
- e. Patent Infringement. In the event the Products become, or in Bank's opinion are reasonably likely to become, the subject of a claim of infringement, Customer will allow Bank, at its option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.
- f. **Risk of Loss.** Customer will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of Customer obligations hereunder which shall continue in full force and effect.
- 8. **New Features.** Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.
- 9. Audit Rights. Customer agrees that Bank has the right to audit Customer's processes and procedures for managing and maintaining the security and safety of the scanner, the transmission of the images and the original Items as defined below and that Bank has the right to audit Customer's physical locations where the scanners are used and original items are stored as well as Customer's processes for secure destruction of the original Items.
- 10. Indemnification. In addition to the indemnities contained in the Account Documentation, Customer agrees to defend, indemnify and hold Bank, its officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with:
 - a. Customer's breach of any of the warranties made by Customer pursuant to these Service Terms,
 - b. Customer's use of the Service or the use of the Service by anyone using Customer's Security Device in breach of its obligations to any third party or applicable law, or
 - c. Customer's violation of these Service Terms or the rights of any third party (including, but not limited to, privacy rights).
- 11. Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICES ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICES THE BANK AND ANY THIRD PARTY VENDOR DO NOT WARRANT OR GUARANTY THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

12. Limitation of Liability.

- a. In no event will Bank's liability under these Service Terms for any damages of any kind exceed an amount equal to the fees the Customer paid Bank for the Service during the twelve (12) months preceding the date on which Customer made the corresponding claim. If Customer makes a claim during the first twelve (12) months of service, Bank's liability will be limited to the average monthly fee Customer paid during that time multiplied by twelve.
- b. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, BANK SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENENACE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS CUSTOMER EXPERIENCES DUE TO CAUSES BEYOND BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL, AND CUSTOMER IN ORDER TO HOLD BANK LIABLE SHALL HAVE THE BURDEN OF PROOF TO ESTABLISH BY CLEAR AND CONVINCING EVIDENCE THAT ANY DAMAGE SUFFERED OR INCURRED BY CUSTOMER WAS FROM A CAUSE THAT WAS WITHIN BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL.

13. Miscellaneous.

- a. If Customer cancels the Service before the expiration of two (2) years, Customer shall pay an early cancellation fee of \$500.00 for each scanner not paid for in full at the time the Service is implemented.
- b. In addition to other termination rights set forth in the Account Documentation, Bank may terminate the Service immediately if Customer breaches any warranty set forth in these Service Terms.
- c. If the Service is cancelled or terminated for any reason, Customer shall uninstall any software or hardware from its computer systems which was provided to Customer as part of the Service or assume the risk of any loss that could have been prevented by Customer's compliance with this provision.
- d. The provisions of sections 2, 4, 7, 10, 11 and 12 shall survive termination of these Service Terms.

US CASH CONCENTRATION SERVICE TERMS (SINGLE ENTITY)

V2.5_11_26_13

Customer: TEST CUSTOMER

Effective Date:

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

| TEST C Custom | USTOMER ner | JPMorgan Chase Bank, N.A | |
|------------------|----------------|--------------------------|--|
| Ву: | 0: | By: | |
| | Signature | Signature | |
| Print | | Print | |
| Name: | | Name: | |
| | | | |
| Title: | | Title: | |
| | | | |

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

V2.3_09_24_12

Effective Date:

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

| Master Customer | Master Customer | Is the Master Customer | |
|-----------------------------|------------------|---------------------------|--------|
| Account Owner and | Account Name | Account Owner same as the | YES 🗆 |
| Tax I.D. (if | | Agent on this set up? | |
| applicable): | | | NO □** |
| | Master Customer | **Name and Tax I.D. of | |
| Master Customer | Account Location | Legal Entity as Agent if | |
| Account Number ¹ | | different than the Master | |
| | | Customer Account Owner | |

| | cus. | TOMER ACCOUNT | INFORMATION AN | ID TRANSFER OF | PTIONS | |
|--------------------------|--|---------------|----------------|----------------|-----------|------------|
| | | Account 1 | Account 2 | Account 3 | Account 4 | Account 5* |
| Customer Account | Number ² | | | | | |
| Customer Account | Owner Legal Name: | | | | | |
| Customer Account | t Tax I.D³ | | | | | |
| Customer Account | Location⁴ | | | | | |
| | ZBA Setup⁵ | | | | | |
| | Transfer Type ⁶ | | | | | |
| | Target Balance ⁷ | | | | | |
| | Balance Type ⁸ | | | | | |
| T (0 " | Frequency ⁹ | | | | | |
| Transfer Options | Transfer Time ¹⁰ | | | | | |
| | Return of Funds ¹¹ | | | | | |
| | Overdraft Allowed ¹² | | | | | |
| | Back Value Option ¹³ | | | | | |
| | Comments/ Other ¹⁴ | | | | | |
| | InterCompany Reporting Service ¹⁵ | | | | | |
| | Debit Base Rate Index +/- Spread ¹⁶ | | | | | |
| Into Company | Credit Base Rate Index+ /- Spread ¹⁶ | | | | | |
| nterCompany Reporting | Starting Balance ¹⁷ | | | | | |
| Options | Debit Post Option ¹⁸ | | | | | |
| | Credit Post Option ¹⁸ | | | | | |
| | Comments/ Other ¹⁹ | | | | | |
| | | | 1 | 1 | 1 | |

Remarks

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

- 4. Customer Account Location: State or Branch location of the referenced account. For Cross Border concentration, master account should be the foreign branch location.
- $\textbf{5.} \hspace{0.2in} \textbf{ZBA Setup:} \hspace{0.1in} \textbf{Indicate} \hspace{0.1in} \underline{\textbf{YES}} \hspace{0.1in} \textbf{or} \hspace{0.1in} \underline{\textbf{NO}} \hspace{0.1in} \textbf{for} \hspace{0.1in} \textbf{standard setup;} \hspace{0.1in} \textbf{if} \hspace{0.1in} \textbf{"yes"} \hspace{0.1in} \textbf{is} \hspace{0.1in} \textbf{indicated,} \hspace{0.1in} \textbf{then no other fields are required to be completed.} \\$

ZBA setups have all of the following transfer options:

Transfer Type: ZBA
 Tarret balance = 0.00

Target balance = 0.00Balance Type: Ledger balance

Frequency: Daily transfer execution

• Transfer Time: End of day transfers

· Return of funds Option: No

Overdraft Allowed: Yes

Back value option: Yes

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

- 6. Transfer Type:
 - ZBA (Zero Balance Accounts) Standard Two-way transfer, always establishes zero or target balance in customer account.
 - UP (One Way Up) Transfers balances in excess of the target balance from the customer account to the master account.
 - DOWN (One Way Down) Transfers balances from the master to the customer account to achieve the customer account's target balance.
 - <u>FIX</u> (Fixed Transfer) Transfers a fixed amount from the customer account to the master account.
 - PER (Percentage Transfer) Transfers a percentage of the balance between the customer and master account**.
- 7. Target Balance: Indicate either zero or positive number (in whole numbers only, no cents)
- 8. Balance Type: Indicate whether transfer is for collected balance = C or ledger balance = L.
- 9. Frequency: Indicate transfer frequency (<u>D</u>: Daily (Default); <u>W</u>: Weekly and indicate 1 to 5 to represent Mon to Fri, e.g. W3 for every Wed; <u>B</u>: Biweekly and indicate 1 to 5 for Day of the week: <u>M</u>: Monthly and indicate date, e.g. M30 for 30th of the month; <u>A</u>: Actual indicate details separately in comments).
- 10. Transfer Time: Default is <u>EOD</u> for end of day, indicate intraday time frame for applicable intraday time all EST (7:00 am, 9:00 am, 10:30 am, 12:30 pm, 2:00 pm, 3:30 pm, 5:00 pm, 8:00 pm or LATE for Late Intraday) in the format ____ (i.e. 0900 = 9:00 am)
- 11. Return of Funds: Indicate return of funds setting by inputting YES (blank = no). If setting is return of funds to an alternate account, indicate the account number
- **12.** Overdraft Allowed: Allow master account to overdraw when necessary, to fund customer account, enter A. Do not allow overdraft (enter N) should be indicated to prevent overdrawing the master account (transfer will not take place).
- **13.** Back Value Option: Allows the master account to synchronize with prior period balance adjustments posted on a customer account; indicate <u>YES</u> or <u>NO</u> (default setting is yes).
- 14. Commentary/ Other: Indicate any additional special instructions that have been previously discussed that are applicable to the transfer. Such customized instructions as min/max transfers, incremental transfers and three account instructions can be indicated in this area.
- 15. Intercompany Reporting Service: Indicates whether customer account participates in intercompany reporting service (Y/N)
- 16. Debit/ Credit Base Rate Index & Spread: Indicate Debit and Credit Index Basis Rate and Spread by Basis Points (i.e. 30 Day LIBOR+20bps). Index rates can differ by credit and debit rates and by account; indicate none if no index rate is required.

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

- 30 Day BBA LIBOR
- 91 Day T-Bill
- Eurodollar

- Average Fed Funds
- Highest Fed Funds
- Lowest Fed Funds

- Overnight BBA LIBID
- Overnight BBA LIBOR
- Prime Rate
- Target Fed Funds

Contact your JPMorgan representative for details on additional rate options.

- 17. Starting Balance: Indicate starting account balance for tracking purposes (most commonly indicated as zero).
- 18. **Debit/Credit Post Option**: Indicate whether interest should be posted (<u>POST</u>) or only displayed (<u>DISP</u>) on the monthly statement. If another account should be debited or credited interest other than the customer account, indicate in Commentary Field
- 19. Commentary/ Other: Indicate any additional instructions applicable to the intercompany reporting service as necessary.

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

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

^{*}Additional accounts may require adding additional pages.

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

Signature Instructions:

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

| Custon | ner | JPMorgan Chase Bank, N.A. |
|----------------|-----------|---------------------------|
| Ву: | | By: |
| Print Name: | Signature | Signature Print Name: |
| | | |
| Title: | | Title: |
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TREASURY SERVICES END OF DAY INVESTMENT & LOAN SWEEP SERVICE TERMS

V3.3_08_29_14

Customer: TEST CUSTOMER

Effective Date:

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

2. Accounts; Investments; Facilities.

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

3. Sweep Operation; Investments.

- (a) Schedule A establishes parameters for the sweep of funds under the Service ("Sweep Parameters"), by setting forth the following Customer-specific information: (i) a "Target Balance"; (ii) a "Minimum Investment"; (iii) a "Sweep Increment"; and (iv) an "Investment Cap". Sweep Parameters are subject to review and modification by the Bank, upon notice to the Customer.
- (b) The Bank, at the end of each banking business day (a "Business Day"), will automatically debit the DDA and transfer to the Investment Vehicle an amount equal to the Minimum Investment and any Sweep Increments, above the Target Balance, maintained in available balances in the DDA, (the "Investment"). The Bank will not transfer to the Investment Vehicle any amounts in excess of the Investment Cap. The Bank, on the succeeding Business Day, will arrange for the return of the Investment and credit the DDA for that returned amount at the opening of business.
- (c) Schedule A sets forth agreed upon Customer-specific Investment ranges ("Tiers") for the purpose of determining interest rates to be applied to the invested funds of the Customer. If Tiers are not available for a specific Investment Vehicle, as noted in Schedule A, or if Tiers have not been established for the Customer, such non-tiered ("Non-Tiered") invested funds will earn interest in accordance with the Non-Tiered earnings rate information provided by the Bank to the Customer from time to time. If Tiers are agreed upon for the Investment Vehicle, either designated as "Full Balance Tier" (one daily interest rate applied to the entire balance of invested funds based on the corresponding Tier) or "Step Tier" (multiple daily interest rates applied to each Tier of invested funds) and set forth in Schedule A, the invested funds will

earn interest in accordance with the Full Balance Tier or Step Tier earning rate information provided by the Bank to the Customer from time to time.

4. Acknowledgments.

- (a) The Customer acknowledges that, notwithstanding anything to the contrary herein, in order to control or mitigate operational, reputational, credit, legal or regulatory risk, which, in the Bank's sole opinion, inhibits the operation of the Service, the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
- (b) THE CUSTOMER ACKNOWLEDGES THAT IT WAS NOT OFFERED ANY ADVICE OR RECOMMENDATION BY THE BANK WITH REGARD TO ANY INVESTMENT OPTION SELECTED HEREUNDER AND THE CUSTOMER FURTHER ACKNOWLEDGES THAT IT HAS MADE AN INDEPENDENT ASSESSMENT OF THE SUITABILITY OF THE INVESTMENT FOR ITS OWN PURPOSES AND UNDERSTANDS THAT IT IS ADVISED TO CONSULT ITS OWN FINANCIAL, LEGAL AND OTHER ADVISORS THEREFOR.
- 5. **Investment Statement.** The Bank, on a periodic basis, in addition to an account statement related to the DDA, will provide to the Customer a statement ("Investment Statement") detailing the Investment, the sweep transactions, and earnings or charges.
- other purpose, in any jurisdiction. The Customer must satisfy itself as to any tax impact of the Service before agreeing to the terms herein. The Customer is responsible for any income, withholding or other taxes imposed by any jurisdiction and will indemnify and otherwise hold the Bank harmless for: (i) any such taxes including any withholding tax imposed by any jurisdiction on overdraft interest charged to any demand deposit account, and any interest, penalties or additions to tax for failure to properly remit such tax; and (ii) the Bank's payment of any taxes, interest, penalties and/or additions to tax otherwise due from, or paid on behalf of, the Customer. The Customer is responsible for effecting the actual payment to appropriate taxing authorities of any withholding tax due on overdraft charges. The Customer will provide the Bank copies, or where required, originals, of such proofs of residence, ownership of assets, taxpayer status, or other documentation, declarations, certifications or information (collectively, "Information") as the Bank may require, and represents and warrants that such Information, as of the date of its provision to the Bank, will be and, except as may be otherwise notified in writing by the Customer to the Bank from time to time, will remain, true and correct in every respect, not misleading or inaccurate in any way, and contains all material information. Any and all overdraft charges will be free and clear of, and without any deduction or withholding for, any applicable withholding tax. The overdraft charge legally due to the Bank shall be equal to the quotient calculated by dividing (i) the stated overdraft charge provided to the Customer by the Bank by (ii) 1 minus the applicable withholding tax rate.
- 7. Service Fees. The Customer shall compensate the Bank for the Service, in accordance with the Bank's fee schedules from time to time in effect.
- 8. Notices. All notices to the Bank shall be sent to: JPMorgan Chase Bank, N. A., c/o JPMorgan Treasury Technologies Corporation, TLIP Operations, 10420 Highland Manor Drive 2nd Floor, Tampa, FL 33610. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.
- **9. Term; Termination.** These Service Terms shall be in effect as of the date first written above and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately, upon the sending of written notice to the Customer.
- 10. Governing Law. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflicts of law provisions thereof.
- **11. London Investment Vehicle.** If the Customer has selected the London Investment Vehicle as an investment, the provisions of Section 11 shall apply in addition to the provisions of Sections 1 through 10.
 - (a) The Bank, with respect to the London Investment Vehicle, will maintain an interest-bearing deposit account at the applicable off-shore branch in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of the applicable off-shore branch will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.
 - (b) The Master Accounts for the London Investment Vehicle is maintained at a branch of the Bank.
 - (c) The Customer understands that the Minimum Investment for investments in the London Investment Vehicle is \$100,000.
 - (d) Deposits held in a branch of the Bank, located outside the United States are payable exclusively at the branch at which the account is held and are not payable in the United States. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or

- any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank, or CHUSA, as applicable.
- (e) Required FDIC Disclosures: In the event of a failure of the Bank, funds swept to the London Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
- **12. IBF Investment Vehicle.** If the Customer has selected the IBF Investment Vehicle as an investment, the provisions of Section 12 shall apply in addition to the provisions of Sections 1 through 10.
 - (a) The Bank, with respect to the IBF Investment Vehicle, will maintain an interest-bearing deposit account at its International Banking Facility ("IBF") in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of its IBF will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.
 - (b) The Master Account for the IBF Investment Vehicle is maintained at the IBF of the Bank.
 - (c) Investments in the IBF Investment Facility are only available to qualified institutions, pursuant to Section 204.8(a) (2)(i) of Federal Reserve Regulation D.
 - (d) Deposits held in the IBF (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; and (ii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.
 - (e) Required FDIC Disclosures: In the event of a failure of the Bank, funds swept to the IBF Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
- **13. Fed Funds Investment Vehicle.** If the Customer has selected the Fed Funds Investment Vehicle as an investment, the provisions of Section 13 shall apply in addition to the provisions of Sections 1 through 10.
 - (a) The Bank will maintain the records of the Customer's investment in the Bank's sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable Investment; (ii) contain the Customer's transaction history with respect to the Investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA
 - (b) Investments in the Fed Funds Investment Vehicle are only available to the qualified depository banks pursuant to Federal Reserve Regulation D.
 - (c) Fed Funds Investments: (i) are not bank deposits; and (ii) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity.
 - (d) Required FDIC Disclosures: In the event of a failure of the Bank, funds swept to the Fed Funds Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.
- **14. Repo Investment Vehicle.** If the Customer has selected the repurchase agreement ("Repo") as an investment ("Repo Investment Vehicle"), the provisions of Section 14 shall apply in addition to the provisions of Sections 1 through 10.
 - (a) Definitions:
 - (i) "Repo Rate" means the per annum percentage rate for determination of the Interest at Maturity. The Repo Rate will be determined by the Bank and is subject to change from time to time;
 - (ii) "Income" means with respect to any Securities at any time, any principal thereof then payable and all interest, dividends or other distributions thereof;
 - (iii) "Market Value" means with respect to any Securities as of any date, the most recently available bid price for the Securities, plus accrued Income to the extent not included therein as of such date (unless contrary to market practice for such Securities);

- (iv) "Interest at Maturity" means with respect to any Purchase hereunder as of any date, the aggregate amount obtained by daily application of the Repo Rate for such Purchase to the Principal Amount for such Purchase on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Trade Date for such Purchase and ending on (but excluding) the Maturity Date;
- (v) "Purchase" shall have the meaning as specified in Section 14(b).
- (vi) "Trade Date" means the date on which Purchased Securities are transferred by the Bank to the Customer;
- (vii) "Principal Amount" means on the Trade Date, the price at which Purchased Securities are transferred by the Bank to the Customer;
- (viii) "Purchased Securities" means the Securities transferred by the Bank to the Customer in a Purchase hereunder;
- (ix) "Maturity Date" means the date on which the Bank is to repurchase the Purchased Securities from the Customer, which is the business day succeeding the Trade Date;
- (x) "Net Due at Maturity" means the price at which the Purchased Securities are to be transferred from the Customer to the Bank upon termination of a Purchase, which will be determined in each case as the sum of the Principal Amount and the Interest at Maturity as of the date of such determination:
- (xi) "Securities" means securities issued by the United States Treasury or any agency of the United States Government (which may be available in book entry form only);
- (xii) "Act of Insolvency" means (i) the commencement by the Customer as debtor of any case or proceeding (or the commencement by any party of such case or proceeding against the Customer) under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or the Customer seeking the appointment or election (or any other party seeking such appointment or election) of a receiver, conservator, trustee, custodian or similar official for the Customer or any substantial or material part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the making by the Customer of a general assignment, arrangement or composition with or for the benefit of creditors, (iii) the appointment of a receiver, conservator, administrator, liquidator or trustee or analogous officer of the Customer or over all or any material or substantial part of the Customer's property, (iv) Customer becomes insolvent or is unable to pay its debts or fails or admits in writing its inability to pay its debts as they become due, (v) a secured party takes possession of all or substantially all (or a material portion of) Customer's assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all (or a material portion of) Customer's assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, (vi) Customer causes or is subject to any event with respect to Customer which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (v), or (vii) Customer takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
- (b) Applicability. On each business day, the parties may enter into transactions in which the Bank agrees to transfer to the Customer Securities against the sweep of funds from the DDA specified in Schedule A, with a simultaneous agreement by the Customer to transfer to the Bank such Securities on the succeeding Business Day, against the transfer to the Customer of funds by the Bank. The Bank agrees to provide the Customer with Securities with a Market Value sufficient to cover the Principal Amount with respect to any Purchase. Each such transaction shall be referred to herein as a "Purchase" and shall be governed by these Service Terms unless otherwise agreed in writing.
- (c) Initiation/Confirmation/Termination. On each Business Day in which there exists an amount in the DDA above the Target Balance, the Bank, will enter into a Purchase for the Customer in accordance with the Sweep Parameters of Section 3. Upon agreeing to enter into a Purchase hereunder, the Bank shall promptly deliver to Customer a written confirmation of each Purchase (a "Confirmation"). The Confirmation shall describe the Securities (specifying the CUSIP or a mortgage-backed security pool number, if any, the issuer, Maturity Date, coupon rate, par amount, market price and Market Value), identify the Customer and the Bank, and set forth: (i) the Trade Date; (ii) the Principal Amount; (iii) the Maturity Date; (iv) the Repo Rate; (v) Net Due at Maturity; and (vi) any additional terms or conditions of the Purchase not inconsistent with these Service Terms. The Confirmation, together with these Service Terms, shall constitute conclusive evidence of the terms agreed between Customer and The Bank with respect to the Purchase to which the Confirmation relates, unless, with respect to the Confirmation, specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and these Service Terms, these Service Terms shall prevail.

On the Maturity Date, termination of the Purchase will be effected by transfer to the Bank of the Purchased Securities against the transfer of the Net Due at Maturity to the DDA. When the last day of a given month falls on a Friday, Saturday or Sunday, then the Interest at Maturity earned from Purchases entered into on that Friday will be paid on the next Business Day for the Interest at Maturity earned during the day(s) preceding month end and on the following business day for the period succeeding month end. The Repo Rate paid to Customer by the Bank on Purchases is not intended to be the same as the interest rate or stated rate of the Purchased Securities; therefore, the Net Due at Maturity is independent of any fluctuation in the market price of the Purchased Securities. Earnings on Repos shall be credited to the DDA on a daily basis.

(d) Act of Insolvency; Set-off. In the event that an Act of Insolvency occurs, the Bank may determine that the Maturity Date for each Purchase hereunder shall occur at a time specified by the Bank (the "Accelerated Maturity Date"). The amount of the Net Due at Maturity

shall be established by the Bank for all Purchases as of the Accelerated Maturity Date, and the Bank shall determine the Market Value of the Purchased Securities.

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

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

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

- (e) Estimates of Investment Balances. In connection with Repos, the Bank hereby discloses that it enters into Purchases prior to the end of each Business Day based on its estimate of the amount of the funds that will be available for investment by Repos customers at the end of the Business Day. Although the Bank will use its best efforts to accurately estimate the Principal Amount for the Purchase that will be entered into on behalf of the Customer on each business day, the Customer acknowledges and agrees that, on any business day, all or a portion of its DDA balance may be uninvested if the Market Value of Securities held by the Bank is less than the DDA balances of all customers whose funds are to be invested in Repos. In such an event, the Customer shall be entitled to an earnings credit established by the Bank from time to time, to be applied against the fees charged by the Bank. Except for the earnings credit described in this section, the Customer agrees that it shall have no claim against the Bank based on, or relating to, Purchases entered into with other customers, whether or not the Bank has made fewer or more investments for any other customer, or whether or not any investment for another customer could have resulted in additional investments made for the Customer under these Service Terms. Notwithstanding anything to the contrary in these Service Terms, no interest shall be paid on an uninvested DDA balance that are held in the specified DDA at the Bank.
- (f) Security Interest. Although the parties intend that all Purchases hereunder be sales and purchases and not loans, in the event any such Purchases are deemed to be loans, the Bank shall be deemed to have pledged to the Customer, as security for the performance by the Bank of its obligations under each such Purchase, and shall be deemed to have granted to the Customer a security interest in, all of the Purchased Securities with respect to all Purchases hereunder and all proceeds thereof.
- (g) Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Purchased Securities transferred by one party hereto to the other shall be through book entry transfer by the Bank or other identification on the Bank's records that the Purchased Security belongs to either the Customer or the Bank.
- (h) Segregation of Purchased Securities. To the extent required by applicable law, all Purchased Securities in the possession of the Bank shall be segregated from other securities in its possession and shall be identified as subject to these Service Terms. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial intermediary or a clearing corporation.
- (i) Required Disclosure. THE BANK IS NOT PERMITTED TO SUBSTITUTE OTHER SECURITIES FOR THOSE SUBJECT TO THESE SERVICE TERMS AND THEREFORE MUST KEEP THE CUSTOMER'S SECURITIES SEGREGATED AT ALL TIMES, UNLESS IN THESE SERVICE TERMS, THE CUSTOMER GRANTS THE BANK THE BANK THE RIGHT TO SUBSTITUTE OTHER SECURITIES. IF THE CUSTOMER GRANTS THE RIGHT TO SUBSTITUTE, THIS MEANS THAT THE CUSTOMER'S SECURITIES WILL LIKELY BE COMMINGLED WITH THE BANK'S OWN SECURITIES DURING THE TRADING DAY. THE CUSTOMER IS ADVISED THAT, DURING ANY TRADING DAY THE CUSTOMER'S SECURITIES ARE COMMINGLED WITH THE BANK'S SECURITIES, THEY MAY BE SUBJECT TO LIENS GRANTED BY THE BANK TO THIRD PARTIES AND MAY BE USED BY THE BANK FOR DELIVERIES ON OTHER SECURITIES TRANSACTIONS. WHENEVER THE SECURITIES ARE COMMINGLED, THE BANK'S ABILITY TO RESEGREGATE SUBSTITUTE SECURITIES FOR THE CUSTOMER WILL BE SUBJECT TO THE BANK'S ABILITY TO SATISFY ANY LIEN OR TO OBTAIN SUBSTITUTE SECURITIES.
- (j) Required FDIC Disclosure. In the event of a failure of the Bank, funds swept to the Repo Sweep Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the Federal Deposit Insurance Corporation (the "FDIC"). However, the FDIC would treat the beneficial owner's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the securities in accordance with the FDIC's normal procedures.
- (k) Use of Employee Plan Assets. If assets of any employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by the Customer in a Purchase, the Customer shall also notify the Bank prior to the Purchase. The Customer hereby represents and warrants to the Bank that no Purchase constitutes a prohibited transaction under ERISA or is otherwise exempt therefrom, and the Bank may proceed in reliance thereon but shall not be required to proceed.
- (I) Intent. The parties recognize that each Purchase is a "repurchase agreement" as that term is defined in Section 101(47) of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Purchase or the terms of such Purchase would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741(7) of Title 11 of the United States Code, as amended.

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

- (m) Disclosure Relating to Certain Federal Protections. The parties acknowledge that any Purchases under these Service Terms are obligations of the Bank collateralized by Securities. The Customer acknowledges that it has been advised that funds held by the Bank pursuant to a Purchase hereunder: (i) are not bank deposits; and (ii) are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government entity.
- (n) Certification Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"). Customer represents and warrants to the Bank that for purposes of the Municipal Advisor Rule, none of the funds currently invested in the Repo Investment Vehicle, or the funds that the Customer may seek to invest in the Repo Investment Vehicle in the future, constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source of repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Customer also represents and warrants to the Bank that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested in the Repo Investment Vehicle to enable the forgoing representation to be made. Further, the Customer acknowledges that the Bank will rely on this representation until notified in writing otherwise.

15. OffShore/Repo Investment Vehicle.

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

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

- **16. Loan Sweep.** If the Customer has selected any of the following: Loan Borrowing and Payment Option, Loan Payment Option, Loan Borrowing Option, Loan and Investment Option and Fed Funds Borrowing Option (collectively, the "Loan Sweep"), the provisions of Section 16 as well as the provisions of Sections 1 through 10 (and the applicable Sections of 11 through 15) shall apply.
 - (a) Credit Facility. The Customer acknowledges that as a condition precedent to use of the Loan Sweep, the Customer shall have in place a current credit facility with the Bank (the "Credit Facility"). Any credit extended to Customer through use of the Loan Sweep will be subject to all of the terms and conditions of the Credit Facility.
 - (b) Loan Borrowing and Payment Option. After the close of business on each Business Day, if the Customer has selected the Loan Borrowing and Payment Option, the Bank will determine the balance in the DDA after all transactions for that Business Day have been posted to such DDA and:
 - (i) If the DDA balance is less than the Target Balance, the Bank will draw on the Credit Facility in an amount up to the amount of credit available under the Credit Facility on the Bank's applicable loan system and will transfer the proceeds of such draw to fund the DDA up to the Target Balance. To permit such draws, the Bank hereby waives any notice requirements for such draws under the Credit Facility (but nothing in these Service Terms shall be deemed to be a waiver of the conditions to lending under the Credit Facility), and the Customer hereby authorizes the Bank to draw under the Credit Facility to the extent required under this Section 16(b)(i). If the amount of the available credit under the Credit Facility is insufficient to bring the balance in the DDA to the Target Balance, the Target Balance in the DDA will not be reached to the extent of such insufficiency;
 - (ii) If the DDA balance is more than the Target Balance, the Bank will pay down the Credit Facility so that the Target Balance remains in the DDA. To permit such pay downs, the Bank hereby waives any notice requirements for such pay downs under the Credit Facility. Payments to pay down the Credit Facility will only be applied to those loans which are revolving loans under the Credit Facility and which will not result in any break-funding costs or prepayment premiums to the Customer;
 - (iii) If the Credit Facility has expired or for whatever reason is not available for use by the Customer, any balance in the DDA in excess of the Target Balance will be used to pay down the principal amount of the Credit Facility.
 - (c) Loan Payment Option. If the Customer has selected the Loan Payment Option, that Service will operate the same as the pay down portion of the Loan Borrowing and Payment Option described above in Section 16(b).
 - (d) Loan Borrowing Option. If the Customer has selected the Loan Borrowing Option, that Service will operate the same as the borrowing portion of the Loan Borrowing and Payment Option described above in Section 16(b).
 - (e) Loan and Investment Option. If the Customer has selected the Loan and Investment Option, that Service will operate the same as the Loan Borrowing and Payment Option, except that to the extent there remains a balance in excess of the Target Balance in the DDA after

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

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

| Agreed to: | | Agreed to: |
|------------|-------------|---------------------------|
| TEST CUSTO | MER | JPMORGAN CHASE BANK, N.A. |
| | (Customer) | |
| Ву: | (Signature) | By: (Signature) |
| Name: | (eignature) | Name: |
| Title | | Title: |
| | | Date: |

TREASURY SERVICES END OF DAY INVESTMENT & LOAN SWEEP SERVICE TERMS SCHEDULE A

TEST CUSTOMER

Customer Name:

| DDA Name: | | | | | | |
|-----------------|--|---------------|---|-------------------|-------------------|--|
| DDA No.: | | | | | | |
| Tax Payer ID Nu | umber: | 232342342 | | | | |
| Sub-Account Nu | ımber | | | | | |
| Investment Veh | icles: | | | (Check Desired In | vestment Vehicle) | |
| | Fed Funds Investment Vehicle | | | | | |
| | London Investment Vehicle | | | | | |
| | Repo Investment Vehicle* | | | | | |
| | IBF Investment Vehicle | | | | | |
| | London/Repo Invest | ment Vehicle* | | | | |
| Sweep Paramet | ers: Target Balance | | | (Insert App | olicable Amounts) | |
| | Minimum Investment | t | | | | |
| | Sweep Increment | | | | | |
| | Investment Cap | | | | | |
| Tier Structure: | | | | (Insert App | olicable Amounts) | |
| | | | | | | |
| | Non-Tiered | | | | | |
| | Non-Tiered Step Tiers | | | | | |
| | Step Tiers Full Balance Tiers | | | | | |
| | Step Tiers Full Balance Tiers Tie | er 1 \$ to \$ | | | | |
| | Step Tiers Full Balance Tiers Tie | er 2 \$ to \$ |) | | | |
| | Step Tiers Full Balance Tiers Tie Tie | , , , , | 3 | | | |

Loan Sweep Options:

(Check Desired Loan Sweep Option)

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

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

| TEST CUSTOMER Customer | | JPMORGAN CHASE BANK, N.A | |
|------------------------|-------|--------------------------|-------|
| Customer | | | |
| By: | Date: | By: | Date: |
| Signature | · | Signature | |
| | | | |
| Print Name | | Print Name | |
| | | | |
| Title | | Title | |

END OF DAY MONEY MARKET MUTUAL FUND SWEEP SERVICE TERMS

V4.3_01_11_14

Customer:

Date:

1. Service. JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its automatic end of day investment sweep service to JPMorgan money market mutual funds (the "Service") by which the Bank: (i) will arrange for the automatic investment of Customer balances into JPMorgan Money Market Fund; (ii) will arrange for the return of invested funds; and (iii) will credit the Customer's account with dividends; all as more fully described below. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services ("Account Documentation"), are incorporated into the Service Terms by reference. The Customers must sign these Service Terms and Schedule A in order to participate in the Service, and by doing so agrees to the provisions of these Service Terms and authorizes the transactions described herein.

2. Accounts.

- (a) The Customer hereby authorizes the Bank to establish and/or maintain in the Customer's name the demand deposit account (the "DDA") referenced in Schedule A, attached hereto.
- (b) The Bank will maintain on the books of the JPMorgan Money Market Mutual Fund (the "Fund") an account in the name: JPMorgan Chase Bank, N.A. for the benefit of itself and its Customers ("Master Account").

3. Sweep Operation; Investments.

- (a) The Customer will select the Fund, as designated on Schedule A, to which its investment will be made. In addition, Schedule A establishes parameters for the sweep of balances under the service ("Sweep Parameters"), by setting forth the following Customer-specific information: (i) a "Target Balance", which is the level of available balances that will remain in the DDA after the posting of all debts and credits; (ii) an "Initial Investment Cap", which is the maximum amount above the Target Balance which Customer and the Bank initially expect to have invested for the Customer. Sweep Parameters are subject to review and modification by the Bank upon notice to the Customer.
- (b) The Bank, subsequent to the establishment of the Initial Investment Cap, will use a statistically derived floating cap ("Floating Investment Cap") in substitution for the Initial Investment Cap, in order to estimate the level of balances in the DDA available for investment.
- (c) The Bank, at the end of each banking business day (a "Business Day") will automatically debit the DDA and transfer to the Fund an amount equal to the available balance in the DDA above the Target Balance but not to exceed the Initial Investment Cap or the Floating Investment Cap, as applicable ("Sweep Balance"), for the purchase of shares ("Shares") in the Fund. The Shares purchased shall be recorded in the Master Account. To the extent that additional Shares are available to the Bank, and the Customer has additional funds in the DDA, above the Initial Investment Cap or the Floating Investment Cap, as applicable, available for investment ("Incremental Sweep Balance"), then the Bank, without incremental expense, in addition to the Sweep Balance, will endeavor to sweep some or all of the Incremental Sweep Balance in excess of the applicable cap into Shares, but will have no liability for not doing so in any circumstance. The Bank, on the succeeding Business Day, will send a redemption order to the Fund for the Sweep Balance and the Incremental Sweep Balance, if applicable, and credit the DDA, provisionally or otherwise, for the amount or anticipated amount, as applicable, of the redemption order ("Credit"). If, for any reason, the amount of the Credit is determined to have exceeded the net asset value of the redeemed Fund shares or if the Fund suspends redemptions on the day that the Credit is granted, the Customer hereby authorizes and directs the Bank, in its_discretion, to immediately debit the DDA for an amount up to and including the full amount of the Credit. The Bank may debit the DDA even though such debit may bring about or increase an overdraft.
- (d) The Bank will invest the Sweep Balance and the Incremental Sweep Balance, if applicable, of the Customer in a share class ("Share Class") of the designated Fund, based on the amount of the Sweep Balance and the Incremental Sweep Balance. The Bank is authorized, on a periodic basis, to re-evaluate whether the Customer's Sweep Balance and Incremental Sweep Balance should be invested in a different Share Class or should continue in the current Share Class based on balance invested in the prior assessment period. The Bank is authorized and directed to invest the Customer's Sweep Balance and Incremental Sweep Balance in such different Share Class of the designated Fund in accordance with such re-evaluation.

4. Acknowledgments. The Customer acknowledges that:

- (a) Service and the interest in Shares hereunder for the Customer shall be subject to, as applicable, the terms and conditions of: (i) these Service Terms; (ii) the prospectus for the Fund (the "Prospectus"), and the Statement of Additional Information for the Fund (the "SAI"), each as amended from time to time; and (iii) such further conditions as the Bank or the Fund impose and make known to the Customer from time to time;
- (b) The distributor of the JPMorgan Money Market Mutual Funds is JPMorgan Distribution Services Inc., which is affiliated with the Bank. The Bank may receive compensation from the Fund, the management company for the Fund and/or the distributor of the Fund for providing services as described in the Prospectus;

- (c) The Customer: (i) consents to receiving all information from the Bank, including without limitation, the Prospectus and the SAI (and the Key Investor Information Documents ("KIID"), if applicable), via electronic means; (ii) is able to open and read all such communications; (iii) has received, reviewed and understands the current Prospectus (and KIID, if applicable), which contains information about the Funds, including management fees and fund expenses paid by the Fund; and (iv) consents to having its sweep statements delivered by electronic means including the internet;
- (d) Affiliates of the Bank provide services to the Fund(s) and receive fees from the Fund(s) for such services as described in the Prospectus, including acting as investment advisor, administrator, custodian, distributor and shareholder servicing agent, and the Bank may receive fees from its affiliates for providing services to the Bank's Customers that invest in the Fund(s); and
- (e) THE CUSTOMER WAS NOT OFFERED ANY ADVICE OR RECOMMENDATION ON INVESTING IN THE FUND BY THE BANK, AND (I) NO INVESTMENT ACCOUNT OR MASTER ACCOUNT ESTABLISHED WITH RESPECT TO THE FUND(S) IS A DEPOSIT ACCOUNT AND NEITHER SUCH ACCOUNT NOR SHARES IN THE FUND(S) ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC"); (II) SHARES IN THE FUND(S) ARE NOT THE OBLIGATIONS OF, AND ARE NOT GUARANTEED BY THE BANK OR THE U.S. GOVERNMENT; (III) THERE IS NO ASSURANCE THAT THE FUND WILL BE ABLE TO MAINTAIN A STABLE NET ASSET VALUE OF \$1.00 PER SHARE AND THAT INVESTMENTS IN MUTUAL FUNDS INVOLVE RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL; (IV) THE CUSTOMER HAS MADE ITS OWN INDEPENDENT INVESTMENT ASSESSMENT AS TO THE SUITABILITY AND APPROPRIATENESS OF THE SERVICE AND THE INVESTMENTS HEREUNDER FOR THE NEEDS AND REQUIREMENTS OF ITS BUSINESS, AND ASSUMES ALL RISK OF LOSS RESULTING FROM ANY DECISION IT MAKES TO PURCHASE, EXCHANGE OR SELL SHARES OF THE FUND, OR TO AUTHORIZE THE SAME ON ITS BEHALF; AND (V) THE CUSTOMER IS NOT SUBJECT TO BACKUP WITHHOLDING.
- 5. Service Fees. The Customer shall compensate the Bank for the service, in accordance with the Bank's fee schedules from time to time in effect
- 6. Required FDIC Disclosures. In the event of a failure of the Bank, funds swept to a Fund, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC. However, the FDIC would treat the beneficial owner's swept funds in one of two ways:

 (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the Fund in accordance with the FDIC's normal procedures.

7. Miscellaneous.

- (a) The Customer has no right to demand delivery or transfer of Shares purchased for it hereunder, but the Bank may deliver such Shares to Customer in discharge hereof if redemption is precluded. In the normal course, redemption proceeds, including any dividends, will be deposited in the DDA upon receipt from the Fund. Dividends will be posted to the DDA when received by the Bank. Since Fund dividends are paid monthly, although accrued daily, such dividends will actually be credited to the Customer once a month, in arrears. The calculation method for these dividends is disclosed in the Prospectus and SAI.
- (b) The Bank reserves the right, in its sole discretion: (i) to suspend the service on any given day; or (ii) to limit the amount of the Sweep Balance or Incremental Sweep Balance actually transferred to the Fund, and, such limits may vary between DDAs and between Customers. To the extent the Customer expects a significant increase or decrease in the level of available balances in the DDA, the Customer will notify its client service representative at the Bank, prior to the increase or decrease in order to reduce the possibility that the Sweep Balance or Incremental Sweep Balances, or parts thereof, remain in the DDA, and to enable the Bank to more accurately adjust the Floating Investment Cap. The Customer will receive earning credits for any Sweep Balance or Incremental Sweep Balance, or parts thereof, remaining in the DDA, and will be responsible for any overdrafts that occur if a redemption order is not completed or balances are not returned to the DDA. In the event the Fund fails to fund a redemption or fails to meet any of its other obligations to the Customer, the Customer's recourse for such failure is to the Fund.
- (c) Transactions involving the Fund will be reflected on Customer's monthly Sweep Account statement. The Bank may omit sending a statement(s) of sweep activity to the Customer for any month when the Account has had a zero balance and no activity.
- (d) To the extent legally possible, the Bank may amend this Service Terms at any time in any respect effective upon written notice to Customer.
- (e) The Customer acknowledges that, without prejudice to the Bank's rights under applicable law and under the Account Documentation, the Bank shall have the right to instruct, without contacting the Customer, any Bank affiliate through or at which the Customer holds any securities, including any securities owned by the Customer as a result of transactions that are related to this application, to sell any or all such securities in an amount sufficient to cover all amounts owing to the Bank, including, without limitation, any overdraft amounts, interest, fees or other charges. The Bank or the Bank's affiliates may choose which securities to sell and the process related to such transactions, and such actions may have adverse tax, investment and/or other implications.
- (f) Certification Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"). Customer represents and warrants to the Bank that for purposes of the Municipal Advisor Rule, none of the funds currently invested in the money market funds, or the funds that the Customer may seek to invest in the money market funds in the future, constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source of repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Customer also represents and warrants to the Bank that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested in the money market funds to enable the forgoing

representation to be made. Further, the Customer acknowledges that the Bank will rely on this representation until notified in writing otherwise.

- 8. Notices. All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A., c/o JPMorgan Treasury Technologies Corporation, Treasury, Liquidity and Investment Products (TLIP) Operations, 10420 Highland Manor Drive 2nd Floor, Tampa, FL 33610. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.
- 9. Taxes. The Bank makes no representations as to the interpretation or characterization of the transactions herein undertaken for tax or any other purpose, in any jurisdiction. The Customer has fully satisfied itself as to any tax impact of this Service before agreeing to the terms herein, and is responsible for any income, withholding or other taxes imposed by any jurisdiction. The Customer will indemnify and otherwise hold the Bank harmless for (i) withholding tax imposed by any jurisdiction on overdraft interest charged to any demand deposit account, and any interest, penalties or additions to tax for failure to properly remit such tax, and (ii) the Bank's payment of any taxes, interest, penalties and or additions to tax otherwise due from, or paid on behalf of, such Customer. The Customer is responsible for effecting the actual payment to appropriate taxing authorities of any withholding tax due on overdraft charges. The Customer shall provide the Bank such documentation, declarations, certifications and information as it may require in connection with taxation, and warrants that such information is true and correct in every respect, not misleading or inaccurate in any way, and contains all material information. The Customer undertakes to notify the Bank immediately if any information requires updating or correction. The overdraft charge will be free and clear of, and without any deduction or withholding for, any applicable withholding tax. The overdraft charge legally due to the Bank shall be equal to the quotient calculated by dividing (i) the stated overdraft charge provided to the Customer by the Bank by (ii) 1 minus the applicable withholding tax rate.
- 10. **Termination.** Either party may terminate this Service upon giving notice to the other party, effective in the case of the Bank, a reasonable time following receipt of such notice. In addition, this Service will terminate upon the closing of the DDA for any reason. In the ordinary course of business, dividends accrued prior to termination will be paid to Customer following the end of the month during which termination occurred.
- 11. Errors; Delays. The Bank shall not be liable for errors or delays in transmission of orders for purchase or redemption of Shares sent from the Bank to the Fund or to the Fund's distributor. All claims for adjustments shall be made by the Customer within ninety (90) days of the corresponding account statement or be waived.
- **12. Governing Law**. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without reference to the conflict of laws provisions thereof.
- **13.** If the Customer has selected a U.S. domestic Fund as a Fund, the provision of Section 13 shall apply in addition to the provisions of Sections 1 through 12. These Funds are only available to entities domiciled in the United States.

Distributor.

The Customer acknowledges that the distributor of the JPMorgan Money Market Mutual Funds is JPMorgan Distribution Services Inc., which is affiliated with the Bank. The Customer acknowledges that the distributors of the third party Funds are not affiliated with the Bank. The Bank may receive compensation from the Fund, the management company for the Fund and/or the distributor of the Fund for providing services as described in the Prospectus.

14. If the Customer has selected an Off-Shore Fund as a Fund, the provisions of Section 14 shall apply in addition to the provisions of Sections 1 through 12.

a) Distributor.

The Customer acknowledges that the distributor of the JPMorgan Liquidity Funds is JPMorgan Asset Management (Europe) S.a.r.l. which is affiliated with the Bank. The Customer acknowledges that the distributors of the third party Funds are not affiliated with the Bank. The Bank may receive compensation from the Fund, the management company for the Fund and/or the distributor of the Fund for providing services as described in the Prospectus.

b) Representations.

The Customer represents and warrants to the Bank that:

- i) it is not a "U.S. person", as such term is defined in Regulation S, promulgated by the Securities Exchange Commission pursuant to the Securities Act of 1933 and it will notify the Bank immediately of any change in this status;
- ii) it was not formed principally for the purpose of investing in securities not registered under the U.S. Federal Securities laws;
- iii) the funds that will be used to purchase Shares will not be obtained from a U.S. person; and
- iv) it is acquiring Shares as an investment for its own account, or if purchasing for the account of a customer, the customer is not a U.S. person.

c) Indemnity.

The Customer shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including attorneys' fees) as a result of or in connection with the breach of any representation or warranty hereunder.

15. If the Customer has selected a JPMorgan Off-Shore Fund as a Fund, the provision of Section 15 shall apply in addition to the provisions of Sections 1 through 12 and Section 14.

Additional Terms Applicable to an Investment in a JPMorgan Offshore Fund.

The Customer acknowledges that it has read the Additional Terms Applicable to an Investment in a JPMorgan Offshore Fund attached hereto as Annex I and agrees to be bound by the provisions set forth therein.

| Agreed to: | | Agreed to: |
|------------|-------------|---------------------------|
| [CUSTOMER] | | JPMorgan Chase Bank, N.A. |
| Ву: | (Signature) | By: (Signature) |
| Name: | | Name: |
| Title: | | Title: |
| | | Date: |
| | | |

END OF DAY MONEY MARKET MUTUAL FUND SWEEP SERVICE TERMS SCHEDULE A

| Effective Date: | |
|--|--|
| Customer Name: | |
| DDA Name: | |
| DDA No. | |
| Tax Payer ID Number (TIN): | |
| W8 Type / Number: | |
| Fund Options: For US Domiciled Entity or Person Valid US TIN Required | |
| ☐ JPMorgan Prime Money Market Fund-Morgan #283 | |
| ☐ JPMorgan Prime Money Market Fund-Premier #350 | |
| ☐ JPMorgan Prime Money Market Fund-Agency #349 | |
| ☐ JPMorgan Tax Free Money Market Fund- Morgan #2 | |
| ☐ JPMorgan Tax Free Money Market Fund- Premier #92 | |
| ☐ JPMorgan Tax Free Money Market Fund- Agency #244 | |
| ☐ JPMorgan US Government Money Market Fund - Morgan #3916 | |
| ☐ JPMorgan US Government Money Market Fund-Premier #1086 | |
| ☐ JPMorgan US Government Money Market Fund-Agency #1603 | |
| ☐ JPMorgan US Treasury Plus Money Market Fund- Morgan #3919 | |
| ☐ JPMorgan US Treasury Plus Money Market Fund- Premier #3920 | |
| ☐ JPMorgan US Treasury Plus Money Market Fund-Agency #3917 | |
| ☐ JPMorgan 100% US Treasury Securities Money Market Fund-Morgan #677 | |
| ☐ JPMorgan 100% US Treasury Securities Money Market Fund-Premier #675 | |
| ☐ JPMorgan 100% US Treasury Securities Money Market Fund-Agency #676 | |
| For Non-US Domiciled Entity of Person | |
| ☐ JPMorgan U.S. Dollar Liquidity Fund-Morgan #195 | |
| ☐ JPMorgan U.S. Dollar Liquidity Fund-Premier #194 | |
| ☐ JPMorgan U.S. Dollar Liquidity Fund- Agency-#193 | |
| ☐ JPMorgan U.S. Dollar Treasury Liquidity Fund-Morgan # 1333 | |
| ☐ JPMorgan U.S. Dollar Treasury Liquidity Fund-Premier #1336 | |
| ☐ JPMorgan U.S. Dollar Treasury Liquidity Fund-Agency #1335 | |

| Sweep Parameters: | (Insert Applicable Amounts) | |
|------------------------|-----------------------------|--|
| Target Balance | \$ | Default Amount: \$0.00 |
| Initial Investment Cap | \$ | Based on anticipated average balances above the Target Balance, but not to exceed \$10 million |

By signing below, Customer represents and warrants to JPMorgan Chase Bank, N.A. ("Bank"), that for purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"), none of the funds currently invested in the money market funds, or the funds that the Customer may seek to invest in the money market funds in the future, constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source of repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Customer also represents and warrants to the Bank that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested in the money market funds to enable the forgoing representation to be made. Further, the Customer acknowledges that the Bank will rely on this representation until notified in writing otherwise.

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

| Agreed to: | | Agreed to: |
|------------|------------------------|---------------------------|
| [CUSTOMER] | (Customor) | JPMORGAN CHASE BANK, N.A. |
| Ву: | (Customer) (Signature) | By: (Signature) |
| Name: | | Name: |
| Title | | Title: |
| | | |

ANNEX I ADDITIONAL TERMS APPLICABLE TO AN INVESTMENT IN AN OFFSHORE FUND

1. Defined Terms.

"Bank" means JPMorgan Chase Bank, N.A.

"CSSF" means Commission de Surveillance du Secteur Financier.

"Fund" or "Funds" means the collective investment schemes managed and/or distributed by JPMAME.

"JPMAME" means JPMorgan Asset Management (Europe) S.a.r.l. with its registered address at European Bank and Business Centre, 6, route de Treves, L – 2633 Senningerberg, Grand-Duchy of Luxembourg.

"Shares" means shares or units of any Fund.

2. Representations. The Customer represents and warrants that:

- (a) Either the Customer is the ultimate economic beneficiary of the Shares or the Customer has provided all relevant identification documentation relating to the ultimate economic beneficiary as requested;
- (b) The Customer will be solely responsible for complying with all the relevant legal, tax and exchange control regulations in force in the applicable country of our citizenship, residence or domicile;
- (c) The Customer is not an applicant that would be prohibited by applicable law to own or hold shares of the Fund; and
- (d) The Customer shall not subscribe for Shares in breach of any applicable restrictions.

3. Acknowledgements. The Customer acknowledges and agrees that:

- (a) If at any time after the date hereof the Customer becomes aware that the Customer is no longer eligible to invest in the Share Classes: (i) the Customer will notify Bank immediately, (ii) Bank may redeem or transfer the Customer's holdings, and (ii) the Customer agrees to indemnify Bank and the relevant Fund for any penalties, costs or liabilities resulting from the Customer's failure to inform Bank of a change in the Customer's status.
- (b) Should the relevant Fund be notified at any time by Bank or any other relevant entity of the JPMorgan Chase & Co. group of companies that the Customer ceases to satisfy the minimum eligibility criteria for the Share Classes the Customer's holding in the Share Classes may be compulsorily redeemed without prior notice and the proceeds placed into a share class within the same sub-fund for which the Customer qualifies net of any fees and expenses allocable to the Share Classes and any tax or penalties which the relevant Fund or any sales agent may be obliged to deduct, or if there is no such share class, the proceeds will be returned, without interest, to the Customer net of any fees and expenses allocable to the Share Classes and any tax or penalties which the relevant Fund or any sales agent may be obliged to deduct.
- (c) That the minimum eligibility criteria for Share Classes are fixed in accordance with the applicable current Luxembourg regulations and that, accordingly, neither the Bank nor the Fund can be held responsible for any changes in such criteria or for any costs or losses resulting from the compulsory redemption as a result of non-satisfaction of such criteria at any time.
- (d) The Customer will not assign, transfer, sell, loan, charge, mortgage, pledge or hypothecate the Customer's holding in the Share Classes through clearing houses or through any other means, without prior written notification to Bank.
- (e) The Customer has made all prudent and diligent investigations, including the taking of tax, legal and exchange control advice, in respect of the suitability of this investment.
- (f) The Customer has the sole responsibility to determine the suitability of this investment, and that the characteristics of a Fund may be modified from time to time, including via Fund mergers and/or liquidations.
- (g) Bank reserves the right to reject either in whole or in part any application for and transactions in Shares which are not fully supported by all documents and information requested by Bank as well as payment with good value or for any other reason at Bank's absolute discretion.
- (h) The Customer shall not perform any act or make any misrepresentation which may or will reflect adversely upon the business integrity or goodwill of the JPMorgan Chase & Co. group of companies or any of the Funds or which may imperil or prejudice any authorization of the Funds by any relevant authority.
- (i) The Customer will not permit transactions which the Customer knows to be, or has reason to believe to be, related to late trading or market timing practices as defined in CSSF Circular 04/146.
- (j) Bank shall have the right to terminate this relationship without notice for cause if the Customer is trading or permitting transactions or practices in the Funds in a manner which, in the opinion of the Bank or JPMAME is considered to be contrary to the Bank's or JPMAME's respective policies and procedures related to late trading or market timing practices as defined in CSSF Circular 04/146 or is otherwise considered not to be in the interests of the Bank, JPMAME and/or the Funds and the Customer has failed to remedy such practices to the satisfaction of Bank.
- (k) The Customer will indemnify the Bank, the Fund(s), the Customer's agents and JPMAME upon first demand against any losses, costs and expenses (including interest, transaction charges and any other charges attributable to the late settlement of any purchase transactions) arising from any misrepresentation hereunder or any breach of the provisions related to the Customer's subscription for Shares unless such losses are due to the willful default or negligence of the Bank or the Customer's agents.
- (I) The Customer will immediately notify Bank if any of the information presented to or representations made to Bank are no longer accurate or complete in all respects.

Attachment 2. Availability Schedule

J.P.Morgan

Availability Schedule

January-15

J.P.Morgan Availability Schedule Policy Paper Deposits

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The cutoff for same day ledger credit for deposits delivered directly to a regional processing center is 4:00 p.m. local time. Deposits received after deadline will be posted on the next business day.

The Federal Reserve banking system will not forward process any item over \$99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

Availability schedules may be changed without notification.

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CHECK AVAILABILITY SCHEDULE

| Routing Transit Number(s) |
|---------------------------------------|
| See "On-Us" List |
| See "On-Us Control Disbursement" List |
| 0000-0020, 0119, 0800 |
| 0000-0050, 0051 |
| 0000-9000 |
| All Others |

| Description |
|----------------------------|
| On Us |
| On Us Control Disbursement |
| Postal Money Orders |
| U.S. Treasury Warrants |
| Savings Bonds |
| Domestic Institutions |

| Availability |
|--------------|
| 1 |
| 1 |
| 1 |
| 1 |
| 1 |
| 2 |

CONFIDENTIAL

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Nationwide On Us RTs

| 0210-0002 | 0519-0036 | 0830-0013 | 1221-0002 |
|-----------|-----------|-----------|-----------|
| 0210-0012 | 0610-9238 | 1020-0101 | 1232-7197 |
| 0211-0036 | 0654-0013 | 1030-0064 | 1240-0154 |
| 0212-0233 | 0710-0001 | 1070-8955 | 2631-8986 |
| 0212-0271 | 0710-0077 | 1110-0061 | 2670-8413 |
| 0212-7272 | 0710-7452 | 1110-0115 | 3222-7162 |
| 0214-1063 | 0711-0026 | 1119-2186 | 3250-7076 |
| 0223-0017 | 0720-0032 | 1119-9377 | |
| 0280-0012 | 0740-0001 | 1130-0060 | |
| 0440-0003 | 0750-0001 | 1130-0670 | |
| | | | |

Nationwide CD RTs

| 0213-0046 | 0311-0023 | 0652-0475 | 1020-0097 |
|-----------|-----------|-----------|-----------|
| 0213-0937 | 0311-0026 | 0719-2322 | 1070-0109 |
| 0213-0943 | 0311-0028 | 0724-1292 | 1113-0088 |
| 0220-0084 | 0441-1544 | 0759-0272 | 8000-0011 |

J.P.Morgan

Availability Schedule

January-15

J.P.Morgan Image Deposit Direct (IDD) Availability Schedule Policy

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The Federal Reserve banking system will not forward process any item over \$99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Availability schedules may be changed without notification.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

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Corporate IDD 601

Availability is shown in Current Day Cycle

| 3 | , , | |
|---------------------------|-----|--|
| Routing Transit Number(s) | | |
| See "On-Us" Tab | | |
| See "On-Us" Tab | | |
| 0000-0020, 0119, 0800 | | |
| 0000-0050, 0051 | | |
| 0000-9000 | | |
| All Others | | |

| Description | Deadline* | Avl | Fraction |
|-------------------------------|-----------|-----|----------|
| On Us | 10:00 PM | 1 | 100% |
| On Us Controlled Disbursement | 10:00 PM | 1 | 100% |
| Postal Money Orders | 10:00 PM | 1 | 100% |
| US Treasury | 10:00 PM | 1 | 100% |
| Savings Bonds | 10:00 PM | 1 | 100% |
| Domestic Institutions | 10:00 PM | 1 | 70% |

^{*}Deadlines are Eastern Standard Time CONFIDENTIAL

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Nationwide On Us RTs

| 0210-0002 | 0519-0036 | 0830-0013 | 1221-0002 |
|-----------|-----------|-----------|-----------|
| 0210-0012 | 0610-9238 | 1020-0101 | 1232-7197 |
| 0211-0036 | 0654-0013 | 1030-0064 | 1240-0154 |
| 0212-0233 | 0710-0001 | 1070-8955 | 2631-8986 |
| 0212-0271 | 0710-0077 | 1110-0061 | 2670-8413 |
| 0212-7272 | 0710-7452 | 1110-0115 | 3222-7162 |
| 0214-1063 | 0711-0026 | 1119-2186 | 3250-7076 |
| 0223-0017 | 0720-0032 | 1119-9377 | |
| 0280-0012 | 0740-0001 | 1130-0060 | |
| 0440-0003 | 0750-0001 | 1130-0670 | |
| | | | |

Nationwide CD RTs

| 0213-0046 | 0311-0023 | 0652-0475 | 1020-0097 |
|-----------|-----------|-----------|-----------|
| 0213-0937 | 0311-0026 | 0719-2322 | 1070-0109 |
| 0213-0943 | 0311-0028 | 0724-1292 | 1113-0088 |
| 0220-0084 | 0441-1544 | 0759-0272 | 8000-0011 |

Attachment 3.

J.P. Morgan ACCESS Online Hardware and Software Specifications

J.P. Morgan ACCESS Online Hardware and Software Specifications

J.P. Morgan ACCESS Online supports the operating systems and Internet browsers listed below. For optimal performance, the bank requests that the City confirm that its systems meet the recommended hardware and software standards.

Please be certain you have the appropriate technology environment to support J.P. Morgan ACCESS Online. Use this checklist to validate your hardware and software.

| Technical Requi | | | | · · | | its | Valid: as of | Novembe | er 21, 2015 |
|------------------------------------|------------------|-----------------|--------------------|--------------------------------|----------------------------------|-----------------------|-----------------------|-------------------------|-------------------------|
| J.P. Morgan | Win | dows | _ | | | Windows® 8 | Windows® 8.1 | Apple® OSX® 10.10 | Apple® OSX® 10.10 |
| ACCESS Applications | | rnet lorer® |) | Firefox® v17-33, 36, 38, | Chrome TM v32-35, 38, | Internet Explorer® | Internet Explorer® | Safari® | Safari® v9 |
| | 9 | 10 | 11 | 41 | 40, 43, 46 | 10 | 11 | V8 | Ve |
| J.P. Morgan ACCE | ESS Ap | plicat | tions la | unched fro | m main screen | | | | |
| Home | √ | √ | √ | √ | √ | √ | √ | √ | √ |
| Reports | √ | √ | √ | √ | √ | √ | √ | √ | √ |
| Payments | √ | √ | √ | √ | √ | √ | √ | √ | √ |
| Statements | V | √ | √ | V | √ | √ | V | √ | |
| Administration | √ | √ | √ | √ | √ | √ | √ | √ | √ |
| Checks* | V | √ | √ | √ | √ | √ | √ | √ | V |
| FX | √ | √ | √ | √ | √ | √ | √ | √ | |
| Securities | V | | | | | | | | |
| Loans | V | √ | √ | √ | √ | √ | √ | √ | |
| Support & Community | √ | √ | √ | √ | √ | √ | √ | √ | |
| ACCESS Insight | √ | √ | √ | √ | √ | √ | V | | |
| Mobile Setup | V | V | √ | √ | √ | √ | V | V | |
| J.P. Morgan ACCE Recommended: W | ESS Ap /indov | plicat ws® 7 | tions la and In | nunched from ternet Explo | m "More Servi orer® 9 | ces" | | | |
| ACH File Warehouse†¶ | √ | √ | ′ √ | √ | √ | V | √ | √ | |
| ACH Services U.S.† | √ | √ | ′ √ | √ | √ | √ | √ | V | |
| Continuous Linked Settlement | √ | V | ′ √ | | | | √ | | |
| Direct Debit Mandate | √ | √ | ′ √ | | | | | | |
| Funds Transfer Administration | √ | V | ′ √ | √ | √ | √ | √ | √ | |
| eServe | √ | √ | ′ √ | √ | √ | √ | √ | √ | |
| Global ACH | √ | √ | ′ √ | √ | √ | √ | V | √ | |

| Global Trade Transactions | √ | V | V | √ | √ | √ | √ | V | |
|---|---|---|---|------------|---|---|---------------------------------------|---|--|
| Host-to-Host Online [¶] | √ | √ | √ | √ ‡ | | | | | |
| Korea Online | √ | | | | | | | | |
| Liquidity Initiation & Reporting | √ | √ | √ | √ | V | V | V | V | |
| Liquidity Solutions & Administration § | √ | √ | √ | V | V | | V | | |
| Receivables Edge | √ | √ | √ | V | √ | √ | √ | √ | |
| Saudi Arabia Online ¹ | √ | √ | | | | | | | |
| Security Administration | V | √ | √ | V | V | V | V | V | |
| Supply Chain Financing | | | √ | V | V | V | V | V | |
| Third Party Screening Utility ¹ | √ | √ | √ | V | V | | V | V | |
| User Setup Forms | √ | √ | √ | V | √ | V | V | √ | |
| I | | | | | | | · · · · · · · · · · · · · · · · · · · | | |

^{*} J.P. Morgan ACCESS Checks is also certified on Firefox® v32 and Chrome $^{\text{\tiny TM}}$ v37

 $Note: The\ browser\ must\ allow\ cookies\ to\ be\ created\ and\ retained\ on\ the\ workstation.$

| Additional Techni | cal Requirements/Recommendations |
|------------------------------|---|
| Other Software | Adobe® Flash® Player: Version 13 is recommended. Versions 10 through 14 are supported Adobe® Reader®: Version 11 is recommended. Versions 9.3, 10.1, 10.3 and 11 are supported Compression software (e.g. WinZip®) may be required to export reports and files Microsoft Excel® 2013 for export of reports data using "CSV Unicode" format. Microsoft Excel 2007 and 2010 are supported Oracle Java Plug-in: Version 7 update 71 or Version 8 update 65 are recommended. Version 7 updates 1 thru 25 & 45 thru 71 and Version 8 update 11 - 65 are supported Note: Flash, Reader and Java are available on the J.P. Morgan ACCESS Download page |
| Workstation | Memory: 4 GB RAM or higher is recommended, 2 GB RAM minimum Disk Space: Recommended: 10GB free space available Monitor: 1280x1024 resolution or higher, 16-bit color or higher is recommended. 1024x768 resolution, 256-color minimum Best Practices: Use a workstation dedicated to internet banking (not for email or web-browsing) DO NOT use a workstation shared by public, such as at a library or internet café J.P. Morgan strongly recommends that user workstations be regularly updated with Operating System and browser security updates Regular virus scans should be completed as well |
| J.P. Morgan ACCESS Mobile | Cash Reports, Payments (Account Transfer, Book, Wire) Approval & Release and/or Trade: • Apple iPhone®, iPad® and iPod touch® mobile devices, iOS® 7.0 and greater • Android™ Smartphones and Tablets, Android 4.4 and greater |
| Email Filtering | J.P. Morgan e-mail domains should not be blocked: @chase.com, @jpmchase.com, @jpmorgan.com |

 $[\]dagger$ ACH File Warehouse, ACH Services U.S., & TPSU are also certified on Adobe Reader v12 and Firefox v39

 $[\]ddagger$ Host to Host Online is certified on Firefox v37, v38 and Java 8 update 65

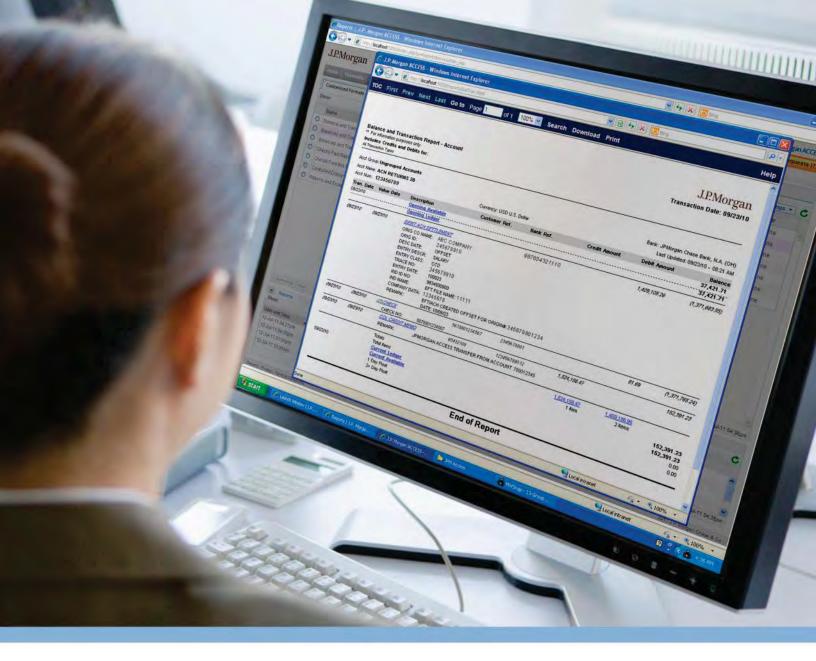
 $[\]$ Liquidity Solutions & Administration is certified on Firefox $^{\mbox{\tiny @}}$ v17-27, 34 & Chrome v39, 42

II Receivables Edge is also certified on Firefox v37,v41 and Chrome v39, v42

[¶] Requires Java™

| Network Proxy | The following settings typically apply to network based proxy solutions and are not required to be configured on the user's browser settings. To enable connectivity to J.P. Morgan ACCESS, please configure your network proxy solution to allow access to the following domains: |
|---------------|--|
| | *.jpmorgan.com |
| | *.jpmorganaccess.com |
| | *.acctmanagement.com |
| | *.jpmacontent.com |

Attachment 4. J.P. Morgan ACCESS Online Sample Reports



TREASURY SERVICES

J.P. Morgan ACCESS[®] Sample Reports Guide

August 2014

J.P. Morgan ACCESS® Reports

Reporting made easy

The ability to share information quickly is critical in today's fast-paced business environment. J.P. Morgan ACCESS® provides a powerful reporting tool—one that delivers timely, accurate data through reports that are easy to create and review. You can analyze and manage cash flow, select the information you need and present and schedule reports from a single screen: J.P. Morgan ACCESS Reports are customizable to fit your needs.

Manage reports quickly and easily to save time

J.P. Morgan ACCESS provides a simple way to manage reports. With just a few clicks, you can see a high-level snapshot of your balances or a comprehensive transaction history. Design reports to deliver information you need when you need it, enabling you to save time and make more informed cash management decisions.

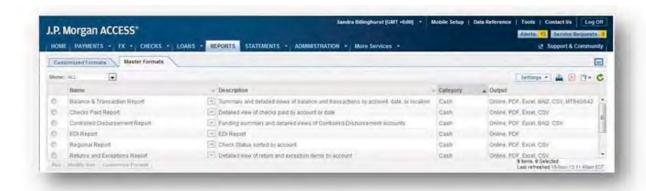
Designed to work the way you do

View balances and transactions *your* way through J.P. Morgan ACCESS Reports' comprehensive and customizable capability and flexible features and functions. You can now customize and schedule reports from a single screen, view your check and deposit images with corresponding transactions, and organize accounts into groups.

Customized to fit your needs

Select a standard master format to run a report or tailor the report criteria to view the exact accounts, transactions and balances that you need. You can then share your customized report with recipients of your choice or schedule reports to run on a recurring basis.

Nine master formats form the foundation of the J.P. Morgan ACCESS centralized reporting capability: Balance and Transaction, Checks Paid, Controlled Disbursement, EDI, Regional, Returns and Exceptions, Wire Detail, Payment, and Template. Each can be customized to create reports tailored to your specific criteria.



Examples of reports using these standard formats and also customized reports that have been tailored to show more specific information are provided on the pages that follow.

Table of Contents

A Quick Tour of Reports

Nine master formats form the foundation of the J.P. Morgan ACCESS reporting capability. Each format can be customized to create reports tailored to your specific needs.

| 1 | Balance and Transaction | |
|---------|--|-----|
| Т | Includes top-line balance and transaction summaries, detailed transaction records and time-specific data. Availab for current-day, previous-day and date-range periods. | le |
| | Balance and Transaction Account Report | 5 |
| | Balance and Transaction Summary and Detail Report | 6 |
| | Balance and Transaction Summary and Detail Report with Originated ACH Item Reconciliation | 7 |
| | Balance and Transaction Summary Report. | 8 |
| | Balance and Transaction Detail Report | 9 |
| | Balance and Transaction Location Report. | .10 |
| 2 | Checks Paid Includes detailed information about checks paid by date. Checks Paid Report Date | 11 |
| \prec | Controlled Disbursements | |
| | Provides interim and final presentments and funding across all or selected disbursement sites, offering summary and detailed information. | |
| | Controlled Disbursement Summary and Detail Report. | .12 |
| | Controlled Disbursement Summary Report | .13 |
| | Controlled Disbursement Detail Report | .14 |
| 4 | EDI Provides detailed remittance and invoice information for electronic receivables or payments for a specific settlement date in Adobe® PDF or ANSI X12 820 formats. | |
| | EDI Payments Nonort | |
| | EDI Payments Report | .10 |

| | Regional |
|------------|--|
| | Reports designed for specific regional branches and their unique information needs. Only available for Asia based and other select accounts. |
| | Check Status Report |
| | Check Draft Collections Report |
| | Direct Debit Report |
| | Post Dated Check Report |
| | Standard Collection Report |
| | Withinfully Tax Report. |
| 6 | Returns and Exceptions |
| | Provides a detailed view of your return items, including check returns, ACH returns and ACHNOC. |
| | Returns and Exceptions Report |
| | |
| 7 | Wire Detail |
| | Provides incoming and outgoing wire transaction information for Fedwire, CHIPS, SWIFT and Book Transfer, with complete advice-level detail. This report is also available by account. |
| | Wire Detail Report by Date24 |
| | Payment |
| \bigcirc | Provides payment transaction (wire, ACH and account transfer) information for current, pending and completed |
| Ŏ | transactions. |
| | Payment Summary Report25 |
| | Payment Detail Report |
| | Template |
| 9 | Provides payment template information for all payment types by account. Transactions are displayed for each account separately. |
| | Template Summary Report27 |
| | Template Detail Report |
| | The state of the s |

Balance and Transaction Account Report

1

Provides a detailed view of balance and transactions by account.

| | count Report wit | h Text Description Off | | | | | Morgan Date: 04/26/2011 |
|--------------------------|--|--|---|----------------------------|-------------------------|------------------------|---|
| | ation purposes only lits and Debits for: Types | | Report Settings: Display at accounts | | | | |
| Acct Group: V | Vest Coast Opera | stions | | | | | |
| | ABC COMPANY 650001234123 | | Currency: USD U.S. Della | п | | | n Chase Bank, N.A 27/2011 - 04:34 AM |
| Tran. Date 04/26/2011 | Value Date | Description Opening Available Opening Ledger | Customer Ref | Bank Ref. | Credit Amount | Debit Amount | Balance 616,729.05 616,729.05 |
| n Vandania a | ********* | | 100 00 110100 | harastaniah) | | | |
| 04/26/2011 | 04/26/2011 | FEOWIRE DEBIT BOOK TRANSFER CREDIT | ABG OF 11/04/25 XYZ OF 11/04/25 | 987654321AB 887654321CD | 1,310,25 | 1,413,476.77 | (796,747.72 (795,437.47 |
| 04/26/2011 | 04/26/2011 | FED WIRE CREDIT | CDF A/B ABBANK | 887654321CD 887654321MN | 796.677.72 | | 1,240.25 |
| 04/26/2011 | 04/26/2011 | FED WIRE CREDIT | ABBAONK | 187654321EF | 389.400.50 | | 390,640.75 |
| 04/26/2011 | 04/26/2011 | FED WIRE CREDIT | OIBANK | 087654321EF | 251.575.65 | | 642,216.40 |
| 04/26/2011 | 04/26/2011 | BOOK TRANSFER CREDIT | XYZ COBANK | 287654321CD | 796.747.72 | | 1,438,964.12 |
| 04/26/2011 | | Totals Total Herns Closing Ledger Closing Available 1 Day Float 2+ Day Float | | | 2.235.711.84 5 items | 1.413,476.77 1 ilem | 1,438,964.12 1,438,964.12 0.00 |
| - | | | End o | f Report | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| A constant | Transaction Repor | - Account | | | | | |

Balance and Transaction Summary and Detail Report

1

Provides a summary and detailed view of balance and transactions by date.

| | mpany | | | | | | | J.P.Morgar |
|---------------|--|--|---------------------------------------|--|--------------|--|--------|------------------------------------|
| ** For inform | nation purposes on edits and Debits for | | eport | Report Settings Display all accounts | | | | Transaction Date: 04/26/201 |
| Acct Group | West coast Opera | tions | | | | | | |
| Acct Name: | ABC Company | | | | | | | Bank: dPMorgan Chase Bank, N. |
| Acct Num | 0550001234123 | 1 | | Currency USD U.S. Dolla | ar | | | Last Updated: 04/27/2011 = 04/34 A |
| | SUMMARY | - | | Ledger | Same Day | Ne | xt Day | 2 Or More Days |
| | Openi | | | 616,729,05 | 516,729.05 | | 0.00 | 0.00 |
| | Credit | | | 2.235,711.84 | 2.235.711.84 | | 0.00 | 0.00 |
| | Debits | | | 1,413,476,77 | 1,413,476,77 | | 0.00 | 0.00 |
| | the American Comments | OF OTHER BALANCES | | 1,430,004.12 | 1,400,004.12 | | JAN | VAN |
| | | LOSING AVE BAL PRE | V MNTH | | | 1.503.693.29 | | |
| | | CLOSING AVAILABLE E | | | | 1,094,027,80 | | |
| | | LOSING AVAILABLE | | | | 1,275,531,48 | | |
| | | L FLOAT | WE (ID | | | 0.00 | | |
| | | EGATE FLOAT ADJUS | THEFT | | | 0.00 | | |
| | | ING BALANCE - 3+ DA | | | | 0.00 | | |
| | 1,5373 | | raeli | | | A COUNTY OF THE PARTY OF THE PA | | |
| | | ING ON 04/27/2011 | | | | 1,438,964.12 | | |
| | | L INCOMING MONEY T L OUTGOING MONEY | | | | 2,235,711.84 1,413,476,77 | | |
| | | | | Cr | edits | | | |
| Tran Date | Value Date | Description | | Customer Ref | Bank Ref. | Credit Amount | | Tim |
| 04/26/2011 | 04/26/2011 | BOOK TRANSFER | | ABC OF 11/04/25 | 987654321AB | 795,747.72 | | 10:45 PI |
| | | S/R: YOUR REF | STRAIGHT ABC OF 11/0 | 14/25 | | | | |
| | | REC FROM: | 0000000300 BUDNT NGF | 012345 DURJFKJG NMSID HO REDIU NO4 FVIVEN M | | | | |
| | | SWIFT ID: | ISSLAND KJGFDUI BUGUDL ABCDABCD321 | | | | | |
| | | B/O CUSTOMER | /CD9876543 SAN DKDFIL | 219876543211011 1/UZ LU JV IJMVI NO 2 12/FR/ ISM. | | | | |
| | | REMARK: REC GFP: | | 00001000012345 1/JDFIJ/USD40.00 | | | | |
| - | 04/26/2011 | BOOK TRANSFER | CREDIT | XYZ OF 11/04/25 | 087654321CD | 1,310.25 | | 09:31 A |

Balance and Transaction Summary and Detail with Originated ACH Item Reconciliation

Provides batch and detail level information for originated ACH transactions (Please contact your J.P.Morgan representative to learn more and to be setup on this service. Provided this service is setup for your account, user will need to select "Include ACH Originated Items" in Additional Criteria tab in Customize Format/Modify Run).

| ** All values are s | ubject to verification and adjustment | s. ** | | | |
|--|--|--|--|--|--|
| Balance and Tra | nsaction Report - Summary and | Detail | | | |
| - | | | | +0000 | tion Date: 03/05/2014 |
| _ | | | | Transaci | tion Date: 03/05/2014 |
| Account Name: Account Number: Currency: Bank: | ABC ACCOUNT 00bb0123456789 USD - US Dollar 1234567890 - JPMorgan Chase I | Bank, N.A. | | | Last Updated: 03/06/2014 03:13 AM CDT |
| | SUMMARY Opening Credits: (17) Debits: (2) Closing | Ledger 0.00 5,820,579.60 5,820,579.60 0.00 | Same Day 0.00 5,820,579.60 5,820,579.60 0.00 | 0.00 0.00 0.00 | 2 Or More Days 0.00 0.00 0.00 0.00 |
| | SUMMARY OF DTHER BALANCES AVG CLOSING AVI. BAL PREVI AVG CLOSING AVAILABLE BAL AVG CLOSING AVAILABLE BAL TOTAL FLOAT AGGREGATE FLOAT ADJUSTM CLOSING BALANCE - 3+ DAYS OPENING ON 03/06/2014 TOTAL ACH CREDIT ACH SETTLEMENT CREDITS TOTAL INCOMING MONEY TRA ACH SETTLEMENT DEBITS TOTAL ZERO BAL ACCOUNT D | MTD YTD ENT FLT NSFRS | | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 4,071,992.31 1,522,875.39 225,711.90 222,627.56 5,597,952.04 | |
| | | Cre | dits | | |
| Tran. Date | | | | | Report Time |
| Value Date | Description | Customer Ref. | Bank Ref. | Credit Amo | unt (ET) |
| 03/05/2014 03/05/2014 | ACH SETTLEMENT CREDI | 123456789 | 12345678 | 911TC 1,383,082. | .94 02:42 AM |
| | ENTRY DATE : 140305 IND ID NO : 1234567 IND NAME : EFT FILI COMPANY DATA: 1234567 | 890 V. 789123456 890 E NAME: ABC12A ABC12A I CREATED OFFSET 4/03/05 | FOR ORIGIN#:1234€ | 56 ABC12A CO EFF | |
| Company Name ABC COMPANY | Company ID Entry CLS 123456789 CCD | Company Description FUEL INV. | | ch mber 20001 | Batch Amount 1,383,082.94 |
| 12345678 00 87654321 00 43256102 00 | FI Account IND ID No 1234578 10bb20934667 1234578 10bb9987123 87654321 10bb20123487 01287654 12312312 | IND Name ABCD CORP LTD FOOD BEV CORP BUSINESS 123 ENGINEERING CO | 2. 12345678 12345678 | mber 890000126 890000125 890000124 890000123 | Item Amount 541,811.18 222,627.56 165,027.20 76,920.73 |

Balance and Transaction Summary Report

1

Provides a summary view of balances by date.

| ABC Co | The state of the s | | | | | J.P.Mo | |
|-------------|--|---------------------------|--------------|--------------|----------|----------------------------|----------|
| | | | | | | Transaction Date: 0 | 1/26/201 |
| Acct Group | West coast Operations | | | | | | |
| Acct Name: | ABC Company | | | | | Bank: JPMorgan Chase Bank | NA IT |
| Acct Num: | 0bb0001234123 | Currency: USD U.S. Dollar | | | | Last Updated: 04/27/2011 - | 04:54 At |
| | SUMMARY | Ledger | Same Day | *** | Next Day | 2 Or More Days | |
| | Opening | 616,729,05 | 616,729,05 | | 0.00 | 0.00 | |
| | Credits: (5) | 2,235,711.84 | 2,235,711,84 | | 0.00 | 0.00 | |
| | Debits: (1) | 1.413,476.77 | 1,413,476.77 | | 0.00 | 0.00 | |
| | Closing | 1,438,964 12 | 1,438,964.12 | | 0.60 | 0.00 | |
| | SUMMARY OF OTHER BALANCES | | | | | | |
| | AVG CLOSING AVL BAL PREV MNTH | | 3 | ,503,693.29 | | | |
| | AVG CLOSING AVAILABLE BAL MTD | | 1 | .094.027.80 | | | |
| | AVG CLOSING AVAILABLE BAL YTD | | - | 275,531.48 | | | |
| | TOTAL FLOAT | | | 0.00 | | | |
| | AGGREGATE FLOAT ADJUSTMENT | | | 0.00 | | | |
| | | | | | | | |
| | CLOSING BALANCE - 3+ DAYS FLT | | | 0.00 | | | |
| | OPENING ON 04/27/2011 | | | ,438,964.12 | | | |
| | TOTAL INCOMING MONEY TRANSFRS | | . 2 | 2,235,711.84 | | | |
| | TOTAL OUTGOING MONEY TRANSFER | | | ,413,476,77 | | | |
| | | | | | | | |
| - | | End of Re | nort | | | | |
| | | Elia oi Re | port | | | | |
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| | | | | | | | |
| - | | | | | | | _ |
| William Co. | Transaction Report - Summary | | | | | | |

Balance and Transaction Detail Report

1

Provides a detailed view of transactions by date.

| " For informat | Transaction Detail | Report | | | | | |
|----------------|---------------------|---|---|---|---------------------|---------------|-------------------------------------|
| | s and Debits for | | | Report Settings: Display all accounts | | | Transaction Date: 04/25/2011 |
| Acct Group We | est coast Operation | 5 | | | | | |
| Acct Name: AB | 3C Company | | | | | | Bank: JPMorgan Chase Bank, N.A. |
| Acct Num 05 | b000123412345 | | - | Currency: USD U.5. Dollar | ic. | | Last Updated: 04/27/2011 - 04:34 AM |
| | | | | Cri | edits | | |
| Tran. Date | Value Date | Description | | Customer Ref | Bank Ref | Credit Amount | Time |
| 04/28/2011 | D4/28/2011 | BOOK TRANSFER'S SIR: YOUR REF. REC FROM: SWIFT ID: BIO CUSTOMER: REMARK: REC GFP: | STRAIGHT ABC OF 11/04/25 00000003000123 BUDNT NGHIO F LAND KJGFDUI I ABCDABCD321 /CD98765432198 | 45 DURJFKJG NMSID REDIU NO4 FVIVEN M BUGUDL 176543211011 IAJZ LU IMVI NO 2 12/FR/ ISMJ | ONKE CARLO FIREISS- | 799,747.12 | 10/45 PM |
| 04/26/2011 | 04/26/2011 | BOOK TRANSFER (S/R: YOUR REF REC FROM: SWIFT ID: B/O CUSTOMER: REMARK: REC GFP | STRAIGHT ABC OF 11/04/25 00000003000123 NO4 FVIVEN MC ABCDABCD321 /CD98765432196 | 145 DURJFKJG NMSID INKE CARLO FIREISS 176543211011 1/UZ LU IMVI NO 2 12/FR/ ISMJ 112345 | | 1,310.25 | 09.31 AV |
| 04/26/2011 | 04/26/2011 | FED WIRE CREDIT SIR: YOUR REF. REC FROM FED ID. BIO CUSTOMER: REMARK. FED TIME. REC GFP | 987654321 /AB98765432198 | A/B FOBANK ARE GO 54321-0987 176543211011 1/UZ LU MVI NO 2 12/FR/ I | 2987654321EF | 796.677.72 | 03:08 PM |

Balance and Transaction Location Report Provides a detailed view of balance and transactions by location.

| ABC Co | 100 | | | | | J.P.Morgan |
|--------------|---|-------------------|--|--------------|---------------|-------------------------------------|
| ** For infor | mation purposes only edits and Debits for: | h ** | Report Settings: Display all accounts | | | Transaction Date: 03/19/201 |
| | | | | | | |
| | West coast Operati | | | | | |
| Acct Name | ABC COMPANY | | | | | Bank: JPMorgan Chase Bank, N.A. |
| Acct Num: | 0bb0001234123 | 45 | Currency: USD U.S. D | vollar | | Last Updated: 05/20/2011 - 03:38 A/ |
| 05/19/2011 | | Opening Available | | | | 131,813.17 |
| ~~~ | Parameter Street | Opening Ledger | | | | 131,991.73 |
| | | | c | redits | | |
| Tran. Date | Value Date | Description | Customer Ref. | Bank Ref. | Credit Amount | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567002AB | 248.54 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567003AB | 683.84 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567005AB | 1,046.45 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567007AB | 4,707.30 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567011AB | 4,738.24 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567013AB | 5,685.40 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567017AB | 8,796.81 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567019AB | 11,723.40 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567023AB | 11,849,81 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567029AB | 11,953,31 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567031AB | 165,071.77 | |
| 05/19/2011 | 05/19/2011 | EFT CREDIT | | 1234567037AB | 259,578.06 | |
| | ts for Location: Unspe | | 1 | 2 items | 486.082.93 | |
| 05/19/2011 | 05/19/2011 | DEPOSIT | 13 | 1234567810 | 21,951,89 | |
| Total Credit | ts for Location: 13 | | 1 | item | 21,951,89 | |
| 05/19/2011 | 05/19/2011 | DEPOSIT | 14 | 1334567821 | 1,628.53 | |
| Total Credit | ts for Location 14 | | 1 | itém | 1,628.53 | |
| 05/19/2011 | 05/19/2011 | DEPOSIT | 22 | 1434567832 | 13,060.00 | |
| Total Credit | ts for Location: 22 | | 1 | item | 12,080.00 | |
| 05/19/2011 | 05/19/2011 | DEPOSIT | 30 | 1534567843 | 6,125.00 | |
| 20000 | d Transaction Report | C-1000 | | | | |

Checks Paid Report Date

Provides a detailed view of checks paid by date.

| ABC COMPAN | IY | | | | | J.P.Morgan |
|--|--|---------------------|-------------|-----------|----------------|---------------------|
| Checks Paid Rep For Information Purp | A CONTRACTOR OF THE PROPERTY O | | | | | on Date: 12/14/2012 |
| Report Settings: Display all accounts | Sort Orde | or; Check Number | | | | |
| Acct Group Group 2 Bank: JPMorga Acct Name ABC CON Acct Num: 05523456 | | A (IL) | | | Last Updated 1 | CCY USD U.S. Dollar |
| | | | Check Amoun | ě. | Check Number | Bank Reference |
| | | 1220 | 904.61 | | 0903024410 | 0680614790 |
| | | 622 | 260.00 | | 0900024450 | 0780686900 |
| | | 100 | 16 000 00 | | 0903024460 | 0680434460 |
| | | .23 | 23.50 | | 0903024530 | 0680607530 |
| | | 100 | 3,175.00 | | 0903024630 | 0880622000 |
| | | 1000 | 1,327.38 | | 0903024640 | 0680793310 |
| | | (E) | 83 333 37 | | 0903024640 | 0880637180 |
| | | 100 | 128.90 | | 0903024660 | 0880264000 |
| | | -E22 | 49,59 | | 0903024670 | 0580366840 |
| | | 1233 | 458 97 | | 0903024670 | 0890368340 |
| Total Displayed | 10 Items. | | 104,641.28 | USD | | |
| Total | 10 Items | | 104,641.28 | USD | | |
| | | | | | | |
| NI Dates Totals | | | | | | |
| Total Displayed | 10 Items | | 104,641.28 | USD | | |
| Total | 10 bens | | 104,641.28 | USD | | |
| | | | 200222 | instituti | | |
| | | | End Of Re | port | | |
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| Thecks Paid Report - I | | | | | | |

Controlled Disbursement Summary and Detail Report

3

Provides a funding summary and details for controlled disbursement accounts.

| ABC Company | | | J.P.Morgan |
|--|--------------------------|----------|-----------------------------|
| Controlled Disbursement Summary and Detail Report All visces are subject to verification and adjustments. ** For information purposes only. ** | | | ransaction Date: 94/27/2011 |
| Sort Order: Amount Descending | | | |
| fiana: JPMorgan Ghase Bank, N.A. (TX) | | | FOLKE, PRESENTMENT |
| Acct Gloup West coast Operations | | | |
| Acid Name ABC COMPANY Acid Num. 0bb0001234123 | COY USD U.S. Dollar | Last Upo | Mind 04/77/2011 - 10:45 AM |
| SUMMARY | 200 100-00 | Homa | Amount |
| Total Checks Presented | | 3009 | 44,339,244 29 |
| First Check Presentinent | | 2008 | AA 337,395,05 |
| Second Check Pleasificant | | | 1,849.24 |
| Net Adjustments / Omiers | | 2 | 0.70 |
| Net Electronic Transactions | | | 0.00 |
| Opening Legger | | | 0.00 |
| Target Balance | | | 0.00 |
| Procy Day Lain Presentment | | | 0.00 |
| Funding Resperenment As OF 10 48 AM | | | 44,339,244.99 |
| CHECKS PRESENTED | | | |
| Customer Ref. | Amount | | |
| 71234025 | 12 459 245 69 | | |
| 72234037 | 5.449.942.11 | | |
| 72234111 | 3.059.599.73 | | |
| 72234213 | 2,386,299,43 | | |
| 72234417 | 1.317,306,14 | | |
| 72234519 | 1.119,495.85 | | |
| 72234623 | 1,078,624.53 | | |
| 73234025 | 915,663 33 | | |
| 73234037 | 778,604.67 | | |
| 73234111 | 442,445.25 | | |
| 73234213 73234417 | 339,170.45 208.904.56 | | |
| 73234519 | 192 575 51 | | |
| 74234025 | 171.953.53 | | |
| 74234037 | 115 550 55 | | |
| 74234111 | 113.631.11 | | |
| 74234213 | 110.316.30 | | |
| 74234417 | 105,860.45 | | |
| 71234519 | 104 308 13 | | |
| 71234623 | 102 621 95 | | |
| 71234729 | 94,171,49. | | |
| 71234831 | 83,228 88 | | |
| 71234937 | 78.512.51 | | |
| 71234036 | 77.518.01 | | |
| 71234037 | 76,286.03 | | |
| 78234111 | 72,002.37 | | |
| 78234213 | 71,219,78 | | |
| 78234417 | 70.220 (43 | | |
| 78234519 | 69,963.52 | | |
| 79234025 79234037 | 67 A75 46 | | |
| 79234037 | 54 944 71 04 551 47 | | |
| 79234111 | 84,551.42 63,300.45 | | |
| 79234213 79234188 | 63 300 49 | | |
| 79234290 | 60 974 38 | | |
| | | | |

Controlled Disbursement Summary Report

3

Provides a funding summary for controlled disbursement accounts.

| ABC Co | ompany d Disbursement Summary Report | | | J.P.Morgan |
|------------------------|---|-------------------|----------|-----------------------------|
| | e are nutried to year action and adjustrees. ** - steen purposes only. | | Ty | ransaction Date: 04/27/2011 |
| Bank | JPMorgan Chase Bank, N.A. | | | FINAL PRESENTMENT |
| Contract to the second | West Coast Operations ABC COMPANY | | Cantilea | ated 04/27/2011 - 10/48 AM |
| | 0bb000123412945 | CCY USD U.S. Donn | Last obe | sold (mystant) - 10 de day |
| | SUMMARY | P-01110-011 | Homs | Amount |
| | Total Checks Presented | | 1235 | 44.339.244.29 |
| | First Check Presentment | | 1234 | 44,337,395.05 |
| | Second Check Present/went | | 1 | 1 849 24 |
| | Net Adjustments / Others | | 2 | 0.70 |
| | Net Electronic Transactions | | | 0.00 |
| | Opening Ledger | | | 0.00 |
| | Terpet Balance | | | 0.00 |
| | Prior Day Late Presentment | | | 0.00 |
| | Funding Requirement As Of 10:48 AM | | | 44,339,244.99 |
| JPMORGA | N CHASE BANK, N.A. TOTAL FINAL FUNDING. | 04/27/2011 | | |
| | | | Borns | Amount |
| | Total Checks Presented | | 2235 | 44.339,244.29 |
| | First Check Presentment | | 2234 | 44 337 395 05 |
| | Second Chick Presentment | | | 1849.24 |
| | Net Adjustments / Others | | 2 | 0.70 |
| | Net Electronic Transactions | | | 0.00 |
| | Opening Leidper Target Balance | | | 0.00 |
| | Pros Day Late Presentment | | | 0.00 |
| | Funding Requirement As Of 19:46 AM | | | 44 239 244 99 |
| CRAND TO | STAL FINAL FUNDING, 04/27/2011 | | | 53000 |
| URAMU IL | MAL PINAL PUNDING, DAIZINZDET | | Homs | Amount |
| | Total Checks Presented | | 3238 | 44,339,244.29 |
| | First Check Presentment | | 3234 | 44 337 395 05 |
| | Second Check Presentment | | | 1.849.24 |
| | Net Adjustments / Others- | | 2 | 0.70 |
| | Net Electronic Transactions | | | 0.00 |
| | Opening Ledger | | | 0.00 |
| | Target Balance | | | 0.00 |
| | Prior Day Late Presentment | | | 0.00 |
| | Funding Requirement As Of 10:48 AM | | | 44,339,244,99 |
| - | | F 1015 | | |
| | | End Of Report | | |
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Controlled Disbursement Detail Report

3

Provides paid check details for controlled disbursement accounts.

| Caritrollis | ornpany Id Disbursement Detail Report I will accept to verification and adjustments The common purposes only. ** | | J.P.Morgan Transaction Date: 04/27/2011 |
|-------------|---|-------------------|---|
| Amount Or | 7.6.7. a.v. 11.1.7.10 | | 1000 0000000000000000000000000000000000 |
| Blink: | JPMorgan Chase Bank, N.A. | | FINAL PRESENTMENT |
| | Wint Class Characters ABC COMPANY | | Land Upgained 04/27/2011 - 10 48 AN |
| | 0b000012341234 | CEY USD U.S. DOWN | pain opposed (wo)/2011 To 46 Mg |
| | | | |
| | CHECKS PRESENTED | - | |
| | Customer Ref | Amount | |
| | 7234001 | 12.450 245 09 | |
| | 7234100 7234303 | 8.449,942.11 | |
| | 7234204 | 1.059.509.73 | |
| | 7234005 | 1,317,305.14 | |
| | 7234000 | 1 110 495 85 | |
| | 7234807 | (,078,624.03 | |
| | 7234008 | 915 663 33 | |
| | 7234889 | 778,804.87 | |
| | 7234010 | 442.445.25 | |
| | 7234011 | 339.170.45 | |
| | 7234012 | 208,904.58 | |
| | 7234913 | 192 575 61 | |
| | 7234014 7234715 | 17.1.053.53 | |
| | 7234016 | 110.658.85 | |
| | 7234017 | 110.316.30 | |
| | 7234018 | 105,860,46 | |
| | 7234019 | 104,300 19 | |
| | 7234220 | 102,621.06 | |
| | 7234021 | 04 171.40 | |
| | 7234022 | 10/221 86 | |
| | 7234023 | 70.512.51 | |
| | 7234024 | 77,618.01 | |
| | 7234025 7234926 | 75.266.03 | |
| | 7234027 | 72,002 37 | |
| | 7234028 | 70,220 85 | |
| | 7234729 | 69.043.02 | |
| | 7234030 | 67,475.40 | |
| | 7234331 | 54 544.71 | |
| | 7234032 | 54 551.42 | |
| | 7234433 | 69.300.49 | |
| | 7294034 | 61.851.98 | |
| | 7234035 | 50.974.38 | |
| | 7234636 7234037 | 50,045,09 | |
| | 7234037 | 58,771.09 | |
| | 7234839 | 54,962 69 | |
| | 7234040 | 54 362 48 | |
| | 7234841 | 53.628.89 | |
| | 7234042 | 50 169 75 | |
| | 7234043 | 49.563.37 | |
| | 7234444 | 49,101.58 | |
| | 7204045 | 47.335.15 | |
| | 7234746 | 46,022.59 | |
| | Disbursement Report - Distant | | |

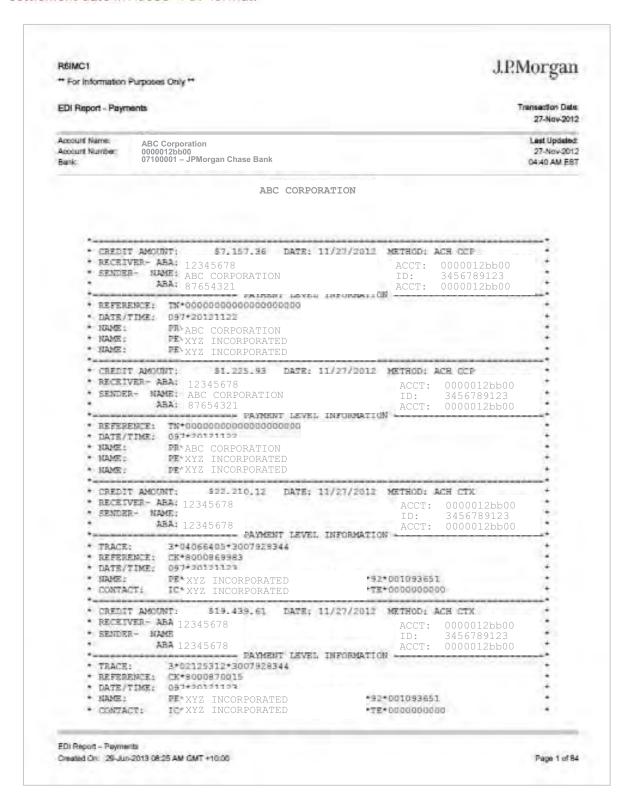
EDI Payments with Invoices Report

Provides detailed remittance and invoice information for electronic receivables or payments for a specific settlement date in Adobe® PDF or ANSI X12 820 (text) formats.

| OVT TEST COMPAN | EDI Detail Business Date: Y 2 **Informational Purp | |
|--|--|---------------|
| Account Number: | 0000012bb00 Bank: JPMorgan Chase Ba | nk, N.A. (IL) |
| | Sample Company | |
| *========= | | =* |
| * CREDIT AMOU | | • |
| | BA: 123456789 ACCT: 0000012bb00 | • |
| * SENDER- NA | 15. 3430703123 | - |
| | BA: 123456789 ACCT: 0000012bb00 | * |
| | PAYMENT LEVEL INFORMATION ============= | =* |
| * NOTE: | ZZZ*ACH TRACE NUMBER:11100002518xxxx | |
| * NOTE: | ZZZ*ACH COMPANY ENTRY DESCRIPTION: CRED CARD | * |
| * NOTE: | ZZZ*00015658xxxxxID:93400005009xxx NAME:SAMPLE CO 000000000000 | • |
| * TRACE: | 1*9340000500xxxx7*621114xxxx* 11000000000000000 | * |
| * REFERENCE: | BT*888888 | * |
| * REFERENCE: | TN*1110000251xxxxx*TRACE NUMBER FROM THE ACH PAYMENT | |
| * DATE/TIME: | 009*20130924 | • |
| * NAME: | PR*Sample Company.*91*62111xxxxx | |
| * NAME: | PE*Sample Compan 50095xxx*91*93400005009xxxx | |
| | INVOICE INFORMATION | =* |
| * | | |
| ************ | | =* |
| * DEBIT AMOU | NT: \$1,701.64 DATE: 09/25/2013 METHOD: ACH CCD | |
| * DEBIT AMOU | PA: 122456790 | : |
| * DEBIT AMOU * RECEIVER- A | Street St | : |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA | BA: 123456789 ACCT: 0000012bb00 | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA | ACCT: 0000012bb00 ACCT: 0000012bb00 ACCT: 0000012bb00 ACCT: 0000012bb00 | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA | ABA: 123456789 ACCT: 0000012bb00 AME: SAMPLE BENEFI : ID: 3456789123 ABA: 123456789 ACCT: 0000012bb00 | · · |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA | ACCT: 0000012bb00 ME: SAMPLE BENEFI : ID: 3456789123 ACCT: 0000012bb00 ACCT: 0000012bb00 ACCT: 0000012bb00 | · · |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: | ACCT: 0000012bb00 ME: SAMPLE BENEFI : 1D: 3456789123 ACCT: 0000012bb00 ACCT: 0000012bb00 ACCT: 0000012bb00 ACCT: 0000012bb00 | • |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * NOTE: * NOTE: * TRACE: | ### ACCT: 0000012bb00 ################################# | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * NOTE: * NOTE: * TRACE: * REFERENCE: | ### 123456789 #### 123456789 #### 123456789 #### 123456789 #### 123456789 #### 123456789 ##### 123456789 ################################### | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: | ### ACCT: 0000012bb00 #### SAMPLE BENEFI | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * DATE/TIME: | ### ACCT: 0000012bb00 #### SAMPLE BENEFI | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: | ### 123456789 #### : SAMPLE BENEFI | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * REFERENCE: * NAME: * NAME: | ### ACCT: 0000012bb00 #### SAMPLE BENEFI | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * REFERENCE: * NAME: * NAME: * ENTITY: | ### ACCT: 0000012bb00 #### SAMPLE BENEFI | • |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * REFERENCE: * NAME: * NAME: * NAME: * ENTITY: * NM1*PE*3*SA | ACCT: 0000012bb00 ME: SAMPLE BENEFI | • |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * REFERENCE: * DATE/TIME: * NAME: * ENTITY: * NMI*PE*3*SA * NAME: | ### ACCT: 0000012bb00 #### SAMPLE BENEFI | |
| * DEBIT AMOU * RECEIVER- A * SENDER- NA * A * NOTE: * NOTE: * TRACE: * REFERENCE: * REFERENCE: * REFERENCE: * NAME: * NAME: * NAME: * ENTITY: * NM1*PE*3*SA | ACCT: 0000012bb00 ME: SAMPLE BENEFI | |

EDI Payments Report

Provides summary remittance information for electronic receivables or payments for a specific settlement date in Adobe® PDF format.



Regional Report – Check Status

Provides the status and other information for issued checks and drafts. Only available

Provides the status and other information for issued checks and drafts. Only available for Asia based and other select accounts.

| ABC Company | | | | | | J.P.N | Aorgan |
|---|--|--------------------------------|------------------------|--------------------------------------|--|---------------------|-----------------------------------|
| "All values are subject | to verification and adjustment | s. ** | | | | | |
| Regional Report - Ch | eck Status | | | | Presented D | ate Range: 01-Nov-1 | Issue Date: All 13 - 11-Nov-13 |
| Check T∮pe: | All, Bank Check, Bank Dr. | aft, Corporate Check | | | | | |
| Check Status: | All | | | | | | |
| Deliver Method: | All | | | Data Displat: | Only Include Accounts with | Latina . | |
| Transaction CCY: | ~ | | | Data Uspiaf: | Page Break by Accounts with a Include Multi-Byte and Accel Confidential and Non-Confidential | nted Characters | |
| | | | | Sort Value | | | |
| Account Group: | Ungrouped Accounts | | | | | | Last Updated: |
| Account Name: | ABC Company | | | | | | 25-Jul-13 31 GMT+05:30 |
| Account Number: Currenc#: | AUD Australian Dollar | | | | | 00 | 31 GMT +05:30 |
| Currency: Bank: | CHASAUSR - JPMorgan I | Chara Bank NA Prince | | | | | |
| pany: Additional Transaction D | THE RESERVE OF THE PARTY OF THE | Amount & Dates | | Name & Account D | | | |
| Additional Transaction D Check Type: | Bank Check | Amount & Dates AUD 1792.70 | | Pafee Name: | SCOTTISH LIMITED | | |
| Check Status: | Stop | AUU 1 /92.70 | | Payee Name: | SCOTTISH LIMITED | | |
| Check Number: | 262946 | Issue Date: | 03-Oct-12 | Issuing Bank: | JPMC | Confidential: | No |
| Transaction: | 26923304K9100094 | Value Date: | 03-Oct-12 | Deliver Method: | MAP - Mail to Pares | | |
| Customer Ref.: | 1001160061484712 | Effective Date: | 13-Nov-12 | Deliver Status; | ARC CAMPANY | | |
| Airwaf Bill: Pafable at Location: | | Delivery Date: Check Date: | 03-Oct-12 | By Order Of: | ABC Company | | |
| Check Tfpe: | Bank Check | AUD 27.50 | | Pafee Name: | PRERE LTD | | |
| Check Status: | Outstanding | 200 | | Car Lat | L. L. | 2727 | |
| Check Number: Transaction: | 269774 00900364K9100375 | Issue Date: Value Date: | 16-Jan-13 16-Jan-13 | Issuing Bank: Deliver Method: | JPMC MAP - Mail to Pafee | Confidential: | No |
| Transaction: Customer Ref: | 1001160066986813 | Effective Date: | 16-Jan-13 | Delivery Method: Delivery Status: | MAY - Mail to Payee | | |
| Airwaf Bill: | 1441100000200019 | Deliver Date | 12-equi-14 | Bf Order Of: | ABC Company | | |
| Pafable at Location: | | Check Date: | 16-Jan-13 | At wines and | | | |
| Check Type: Check Status: | Bank Check Outstanding | AUD 6'000.00 | | Pafee Name: | LIONS LTD | | |
| Check Number, | 278958 | Issue Date: | 17-Jul-13 | Issuing Bank: | JPMC | Confidential: | No |
| Transaction: Customer Ref : | 19102201K9100299 1001160076739313 | Value Date: Effective Date: | 17-Jul-13 17-Jul-13 | Deliver Method: Deliver Status: | MAP - Mail to Pafee | | |
| Customer Mef.: Airwaf Bill: | 1001160076739313 | Deliver Date: | 17-24-13 | Deliver∮ Status: B∮ Order Of: | ABC Company | | |
| Pafable at Location: | | Check Date: | 17-Jul-13 | -, 31111 | Contraction of the Contraction o | | |
| | | | | | | | |
| Regional Report - Check | | | | | | | A 201 |
| Created On: 12-Nov-13 | 8 02:49 GMT +05:30 | | | | | | Page 1 of 166 |

Regional Report - Check Draft Collection

5

Provides the status and other information for issued checks and drafts. Only available for Asia based and other select accounts.

| ccount Number umency ank: | ABC Company Ibb 1111111111 INR Indian Rupee CHASBOMB - JPMorgan Chase Ban | | | | | | Last Updated 07/29/2013 |
|--|--|---|---|--|------------|-----------------------------|----------------------------|
| eferences | and and any or the Bell anders and | IN THE MILITIDA | | | | | 10:03 AM EDT |
| | | Deposit | | Check | | Invoice | ccy |
| ayer Name: ustomer Ref litent Code: roduct Type: ick Up Date: ick Up Point: learing Location: xypected redit Date: | IDBI Bank Ltd DEF Company TESTING26 TESTCO MLLQ 07/21/2013 MUM MUMBAI 07/20/2014 07/01/2013 | Amount Slip Number: Date: Location: | 07/02/2013 | | 06/04/2013 | Amount: Number: Date: | INR |
| ayer Name: ustomer Ref.: lient Code: roduct Type: ick Up Date: ick Up Point: learing Location: xpected redit Date: | Canara Bank DEF Company TESTING12 TESTING12 TESTICO MLLQ O7/21/2013 CAL CALCUTTA 07/20/2014 07/01/2013 | Amount Stip Number: Date: Location: | 1,114,068.55 5124311 07/02/2013 CALCUTTA | Amount: Number: Date: Status: | 06/04/2013 | Amount: Number: Date: | INFR |

Regional Report - Direct Debit

5

Provides information about direct debit transactions and the status of the transaction. Only available for Asia based and other select accounts.

| "All values are subject | to verification and adjustments. ** | | | | | J.P.Morgan |
|--|--|------------|----------------|---|----------|---|
| Regional Report - Dire | ect Debit | | | | | Date: Prior Day |
| Date Tfpe(s): Status: | Return/Reject Date, Transmission Date Processed, Returned, Rejected | Data Displ | | nl∮ Include Account clude Multi-B∮te and | | ige Break by Account, acters |
| Account Group: Account Name: Account Number: Currency: Bank: | Ungrouped Accounts ABC Company 1bb7000220 CNY Yuan Renminbi CHASCNSS - JPMorgan Chase China Co Ltd Shangha | | | | | Last Updated 28-Oct-1: 15:20 GMT +06:30 |
| References | | Amount | Dates | | Status | Return / Reject Reason |
| Pafer | | | Value: | 03-Sep-13 | Rejected | 9 Others |
| Name: | 摩梭大連值行香港分行 | 2790.00 | Transmission: | 03-Sep-13 | | |
| Bank: | 油发用之支行营业部 | | Return/Reject | 04-Sep-13 | | |
| Account Number: | 15billillillillillillillillillillillillill | | | | | |
| Pafment Reference: | MAY 09 AIR TICKET FOR IPC | | | | | |
| Customer Reference: | 1307092 | | | | | |
| Pafer | | | Value: | 03-Sep-13 | Rejected | 9 REJ : Debit Auth |
| Name: | 摩根大遇他行香港分行 | 66.00 | Transmission: | 03-Sep-13 | | Code "" is not found |
| Bank: | 滴发剂之支行营业部 | | Return/Reject: | 04-Sep-13 | | |
| Account Number: | 1000111111111 | | | | | |
| Pafment Reference: | | | | | | |
| Customer Reference: | | | | | | |
| Pafer | | | Value: | 03-Sep-13 | Rejected | 9 REJ : Debit Auth |
| Name: | ABC Company | 45.00 | Transmission: | 03-Sep-13 | | Code "" is not found |
| Bank | | | Return/Reject: | 04-Sep-13 | | |
| Account Number: | ibbsssssiss | | | | | |
| Parment Reference: | | | | | | |
| Customer Reference: | | | | | | |
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Regional Report - Post Dated Check

5

Provides the status of future dated checks that are warehoused by J.P. Morgan. Only available for Asia based and other select accounts.

| Regional Report - Po | 13101110 | | | | | | ge: 11-Nov-13 - 11-Nov-14 |
|---|---|----------|-----------|--|---------------------|---|--|
| Date Type(s): Check Status: | Deposit Date, Value Date All | | | Data Displaf: | | unts with Activity, P. and Accented Char | age Break of Account, acters |
| Account Group: Account Name: Account Number; Currency: Bank: | Ungrouped Accounts ABC Company ibbititititi THB Baht CHASTHBB - JPMorgan Chase Bank, NA | Thailand | | | | | Last Updated: 23-Sep-13 15:19 GMT +05:30 |
| Value Date: | 01-Aug-13 | Amount | 133.00 | | Status: | Cancelled | |
| Customer Reference: Deposit Branch: Deposit Date: Pafer Name: Check Number: | 6603 JP Morgan Chase Bank, NA Thailand 02-Jan-14 PDC Test1 1000033 | | | Drawee Bank / Branch: Reference: | 0670001 D6009760 | | |
| Value Date: | 01-Aug-13 | Amount | 133.00 | | Status: | In Custodf | |
| Customer Reference: Deposit Branch: Deposit Date: Pafer Name: Check Number: | 6603 JPMorgan Chase Bank, NA Thailand 02-Jan-14 PDC Test1 1000033 | | | Drawee Bank / Branch: Reference: | 0670001 D6009760 | | |
| | | EN | D OF REPO | ORT | | | |
| | | | | | | | |
| | | | | | | | |

Regional Report – Standard Collections

Provides the details of a variety of incoming transactions posted to your J.P. Morgan account.

Provides the details of a variety of incoming transactions posted to your J.P. Morgan account. Only available for Asia based and other select accounts.

| | to verification and adjustments. ** | | | | and the second | Control of the second |
|---|---|--------------|---------------------------------|---|-------------------------|--|
| Regional Report - Sta | ndard Collections | | | V | alue Date Range | : 03-May-13 - 30-Sep-13 |
| Incoming Instruments: | At | | Deta Display: | Only Include Accounts Multi-Byte and Accents | | Break of Account, Include |
| Account Group: Account Name: Account Number: Currency: Bank: | Ungrouped Accounts ABC Company sobstitistiss AUD Australian Dollar CHASAUMM - JPMorgan Chase Bank, NA Melbourne | | | | | Last Updated: 07-Nov-13 09:17 GMT +05:30 |
| References | | Check Number | Value Date | Invoice Number | | Amount CCY |
| Instrument Tfpe: Pafer Name: Bank: Account Number: Bank Reference: | Check Deposits DEF Company LAU327604171190 | | 29-Aug-13 | | Pafment Remittance: | 117.00 117.00 AUD |
| Customer Reference: Reference: | 000100000117 | | Product Type: UTR Reference: | | | |
| Instrument Type: Perfer Name: Bank: Account Number: | Check Deposits DEF Company | | 29-Aug-13 | | Pafment Remittance: | 125.00 125.00 AUD |
| Bank Reference: Customer Reference: Reference: | LAU327604171186 000100000125 | | Product Type: UTR Reference: | | | |
| Instrument Tipe: Pafer Name: Bank: Account Number: Bank Reference: | Check Deposits DEF Company LAU327604171186 | | 29-Aug-13 | | Pafment: Remittance: | 126.00 126.00 AUD |
| Bank Reference: Customer Reference: Reference: | 000100000126 | | Product Type: UTR Reference: | | | |

Regional Report – Withholding Tax

Provides the details of a variety of incoming transactions posted to your | P. Morgan account

Provides the details of a variety of incoming transactions posted to your J.P. Morgan account. Only available for Asia based and other select accounts.

| | ดือน: 04/2556 เง.ต. 53 | ABC SER | | | a Vila co | - | สาขาที่: JPM | organ Chase Bank, N แผนที่ 1 ในจ้าน | m 48 um |
|----------|--|--|---|---------------------|---|---------------------------------|---|---|---------|
| ล่าดับก่ | ชื่อผู้มีเงิน ได้ หือสู่ของผู้มีเงิน ได้ (ให้ระ | เลขประจำตัวลุ่ บุเลขที่ ตรอก/ชอย ถนน ตำบล/แขว | เสียภาษีอากร (ของผู้มีเงินได้) ง อำเภอไซต จังหวัด) | รันเดือน ปี ที่จ่าย | รายละเอียดเกี่ยวกับการจ่าย (1) ประเภทเงินได้ (ถามากกวาหนึ่งประเภท ไหกรอกเรียงลงไป) | เง้าเ อัครา ภาษี รอบละ | จำนวนเงินที่จ่ายและ: ประเภทในครั้งนี้ บาท สด. | รวมเงินภาษีที่หักและนำ จำนวนเงิน บาท ต่อ. | |
| 1 | ABC SERVICES (Thalland) LTD. 12TH PLACE RAMA4 RD, SILOM, BANGRAM THAILAND | | 1658111111111111 | 04/04/2556 | 3% SERVICE | 03,00 | тобининини | 17587648.00 | 1 |
| 2 | ABC SERVICES 12TH FL ABOULRAN SILOM, BANGRAK 11111 BANGKOK T | | 15511111111111 | 04/04/2556 | 3% SERVICE | 03.00 | Bb11111111111 | 743'168.00 | 1 |
| 3 | 12TH PLACE RAMA4 RD, SILOM, BANGRAK THAILAND | FL ABOULRAHM 11111 BANGKOK | 10011111111111 | 04/04/2556 | 3% SERVICE | 03.00 | (DD111111111111 | 5130132.00 | 1 |
| 4 | ABC SERVICES (Thailand) LTD. 12TH PLACE RAMA4 RD, SILOM, BANGRAM THAILAND | FL ABOULRAHM (11111 BANGKOK | 10011111111111 | 05/04/2556 | 3% SERVICE | 03,00 | #bb11111111111 | 6'483'693.00 | 1 |
| 5 | ABC SERVICES (Thalland) LTD. 12TH PLACE RAMA4 RD, SILOM, BANGRAM THAILAND | | 10b111111111111 | 05/04/2556 | 3% SERVICE | 03.00 | 1001111111111111 | 13'364.00 | 1 |
| 6 | ABC SERVICES (Thelland) LTD: 12TH PLACE RAMAS RD, SILOM, BANGRAF THAILAND | FE ABOULRAHM K 11111 BANGKOK | 1bb/11111111111 | 05/04/2556 | 3% SERVICE | 03.00 | 1650111111111111 | 24'744'484.00 | -1 |
| 4 | อกสำคับคอเนื่องกัน ไปทุกแผน) | | รวมยอดเงินได้และภาษีที่ | นำส่ง (นำไปรวมกับ | ใบต่อ ภ.ง.ค. 53 ฉบับอื่น | (ถ้ามี)) | 1'823'416'196.00 | 54'702'489.00 | |
| MILEN | The state of the s | | | ลงชื่อ | | | | ผู้จ่ายเงิน | |
| (1) | ให้ระบวาจายเป็นค่าอะไร เช่น ค่าเช่าส | วาคาร คาสอบบัญชี คำหนายคว | าม คาวิชาชีพของแพทย์ คากอส | 574 | 1 | | | | |
| | รางวัลในการประกวด การแข่งขัน การ | รซึ่งโซค คำจางแสดงภาพยนตร์ | ร้องเพลง คนครี คำจางทำของ | สำแหน่ง | | | | | |
| | คาจางโฆษณา ฯลฯ | | | ยืนวันที่ | ເລືອນ | W.F | | | |
| (2) | เงื่อนไขการหักภาษี ให้กรอกดังนี้ | | | | | | | | |
| 2.70 | - หัก ณ ที่จาย | nsan | 1 | ประจับเล | รานิติบคคล (ถ้ามี) | | | | |
| | - ออกให้ตลอดไป | nsan | 2 | | | | | | |
| | - ออกไม่ครั้งเดียว | nsan | 3 | | | | | | |

Returns and Exceptions Report

Provides a detailed view of return and exception items, including check returns, ACH returns and ACH Notification of Change (NOC). Asia based accounts will only have electronic transactions based return information.

| ** For Informa | onal Global, In alion Purposes Only. * nd Exceptions Re | | | | | ?Morgan |
|---|---|-----------------------|--|---|---|----------------------|
| | | | | | | Post Date: Prior Day |
| | ECLAIM, ACHREDEPOSIT, ACHUNKNOWN, CHKCHA T, CHKRCK | | Data Display Display only accounts with activity Page break by Account Credits and Debits | | | |
| Account Group Account Name Account Numb | International G | lobal, Inc. | | A-11-5-17-17 | Last Updated 02/09/2 Currer Bank 10200101 - JPMorgan Ch | cy: USD U.S. Dollar |
| Post Date | Original Date | Company / Location ID | Status | Return / Reject Reason | Credit Amount | Debit Amount |
| 07/26/2011 | 07/22/2011 | 234567690123 | ACHRETURN | R03 NO A/C UNABLE TO LOCATE CHECKING | 863,00 | |
| | Beneficiary ID 1234567890123 | | | Originator TREASURER STATE OF COLO | | |
| | Beneficiary Name ABC Company | | | Bank Trace 456789012345678 | | |
| | Beneficiary Bank 23456 - 1234546 | | | Customer Trace 567890123456789 | | |
| | Beneficiary Account 123456789012345678 | | | Batch Description TAX REFUND | | |
| 07/26/2011 | 07/25/2011 | 234567890123 | ACHRETURN | R04 INVALID ACCOUNT NUMBER CHECKING | 816 00 | |
| | Beneficiary ID 1234567890123 | | | Originator TREASURER STATE OF COLO | | |
| | Beneficiary Name ABC Company | | | Bank Trace 456789012345678 | | |
| | Beneficiary Bank 23456 - 1234546 | | | Customer Trace 567890123456789 | | |
| | Beneficiary Account 123456789012345678 | | | Batch Description TAX REFUND | | |
| 07/26/2011 | 07/22/2011 | 3846000537 | ACHRETURN | R03 NO A/C UNABLE TO LOCATE CHECKING | 292.00 | |
| Returns and E | iceptions Report | | | | | 1000 |

Wire Detail Report by Date

Provides incoming and outgoing wire transaction information by date for Fedwire, CHIPS, SWIFT and Book Transfer with complete advice-level detail. This report is also available by account.



Payment Summary Report

Provides originated payment transaction information at a summary level.

| ABC Company | | | | | J.P.Morg | gar |
|---|--|---------------------------|---------------------------------|------------------------------------|---|-------|
| ** For Information Purposes Only. ** | | | | | | |
| Payment Report - Summary | | | | Value Da | te Range: 10/01/2012 - 10/1 | 7/201 |
| Data Display Display all accounts Additional Sort: Value Date, ASCENDING | Payment Methods/De Wire, Book Transfer | scriptions | Payment Crea Free Form, Impo | tion Method ried, From Template | | |
| Payment Status Sayed, Pending Approval, Pending Release, Rejected, Released, Delivered, Completed, Rejected By Bank | Payment Currencies All | | | | | |
| Event History and Selected Users. All Events - All | | | | | | |
| Account Name: ABC Company Account Number: 0bb00123456789123 | | | Bar | ik: 12400154 - JP | Currency: USD U.S MORGAN CHASE BANK, N | |
| WIRE | | | | | | - |
| Value Date Originating Account | Beneficiary Name Creation Method | Bank Reference Payment ID | Payment Amount | CCY | Debit Amount | cc |
| Wire - Pending Release | | | | | | |
| 10/17/2012 0bb00123456789123 JP Morgan Chase Bank, N.A. UT | XYZ FOORST From Template WireFXShalidish | 1309343 | 1,000.00 | EUR | 1,333,90 | USI |
| Wire - Pending Release Totals | | Payments:1 | 1,000.00 | EUR | 1,333.90 | USI |
| WIRE TOTALS | | Total Payments | Payment Amount 1,000.00 | | Debit Amount 1,333,90 | USI |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Payment Detail Report

Provides criginated payment transaction information at a detail level.

| ABC Company | ooses Only. ** | | | | | | J.P.N | Morgan |
|--|---|-------------------|--------------------------|---------------------------|--|--------------------------------|-------------------------|----------|
| Payment Report | | | | V | Value Date Range: 10/01/2012 - 10/17/201 | | | |
| Data Display Display all accounts, Include Payment History Additional Sort: Value Date (i | A - Love and a service of a con- | Payment Me All | thods/Descriptions | | | t Creation M m, Imported, F | lethod from Template | |
| Payment Status Saved, Pending Approval, Pe Released, Delivered, Complete | | Payment Cui | rrencies | | | | | |
| Event History and Selecte All Events - All | ed Users | | | | | | | |
| Account Name: Account Number: Bank: Currency: | ABC Company 0bb001234123454 12400154 - JPMORG/ USD U.S. Dollar | AN CHASE BA | NK, NA (UT) | | | | | |
| Creation Method Free Form | | Status Pending | g Release | | | | | |
| PAYMENT INFORMATIO | ON. | | | | | | | |
| Method/Description ACH ACH - Child Support | Value Dat 10/04/201 | | 100.00 | ent Amount USD | | | | |
| Payment ID 999991234123454 | Descriptive | e Date | Batch | Description | | | | |
| From Account | | | | nt Name Company | | | | |
| Bank 124001545 JP Morgan Chase Bank, | N.A. UT | | ABC (| any Name Company | | 12345 | ny ID 6789123 | |
| BENEFICIARIES | | | | | | | | |
| State New York | Account Num 0bb0075412 | | Account Type Checking | | Bank ABA 021000322 | | | |
| Absent Parent Last Name Clark | First Name | | SSN 000-00-00000 | Payroll Dat 09/05/2012 | | ent ID | DD | 100,00 C |

Template Summary Report

9

Provides summary template information for all payment types by account. Templates are displayed for each account separately.

| | on Purposes Only.** eport - Summary | | | | Template Creation Date Range: 09 | P.Morgan 101/2012 - 10/17/2012 |
|---|-------------------------------------|--------|-------------------------------------|--|---------------------------------------|---|
| Data Display Display all accounts Event History and All Events - All | | | Payment Methods/Descriptions All | Tem) All | plate Status | |
| Account Name: Account Number: | ABC Company 123456789123 | | | | Curre Bank: 12400154 - JPMORGAN Ch | ency: USD U.S. Dollar HASE BANK, NA (UT) |
| Last Used Date | Template Name Template Description | Status | Payment Method/ ACH Description | Originating Account ACH Company Name-ID | Last Action Event | Beneficiary Count |
| 10/16/2012 | WireFXShaktish | Active | Wire | 123456789123 | Activated 10/16/2012/10:05 AM EDT | 9 |
| 09/26/2012 | TEMPLATE FOR ACT TRANSFER | Active | Account Transfer | 123456789123 12400154 | Activated 09/26/2012/11:29 AM EDT | 4 |
| | | | | | | |

Template Detail Report

9

Provides detail template information for all payment types. Templates are displayed for each account separately.

| ** For Information Furposes Only. ** Template Report - Detail | | J.P.Morgan Template Last Used Date Range: 09/01/2012 - 10/17/201 | | | | |
|---|--|--|-------------------------|--|--|--|
| Data Display Display all accounts, includ Template History | e Template Details, Include | Payment Methods/Desc All | criptions Templa | te Status | | |
| Event History and Select All Events - All | ted Users | | | | | |
| Account Name: Account Number: Bank: Currency: | ABC Company 123456789112 12400154 - JPMORGA USD U.S. Dollar | 3 N CHASE BANK, NA (U | n | | | |
| Template Name TEMPLATE FOR ACT 1 | TRANSFER | Status Active | | | | |
| PAYMENT INFORMATI | ON | | | | | |
| Payment Method Account Transfer | | | Default Transfer Amount | Maximum Transfer Amoun 20,000,00 US | | |
| From Account | | | Account Name | | | |
| 1 bb 4 5 6 7 8 9 1 1 2 3 Bank 124001545 JP Morgan Chase Bank | | | ABC Company | | | |
| To Account 3 bb 6 5 4 9 8 7 9 8 7 Bank 124001545 JP Morgan Chase Bank | , N.A. UT | | Account Name BEN_NM | | | |
| HISTORY | | | | | | |
| Event | Date / Time | Actioned By | | User ID | | |
| create Additional Information Submitted from scratch | 09/26/2012 11:22 AM ED | T ANG | | imqap2xx | | |
| Event | Date / Time | Actioned By T ANG | | User ID | | |
| sign Event | 09/26/2012 11:22 AM ED Date / Time | Actioned By | | imqap2xx User ID | | |
| approve | 09/26/2012 11:22 AM ED | | | System | | |
| Event | Date / Time | Actioned By | | User ID | | |
| sign Event | 09/26/2012 11:29 AM ED Date / Time | T ANG Actioned By | | imgap3xx User ID | | |
| activate | 09/26/2012 11:29 AM ED | | | imqap3xx | | |
| | | | | | | |

| Last modified: August 2014 |
|---|
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| Morgan makes no representation as to the legal, regulatory or tax implications of the matters referred to in this guide. P. Morgan is a marketing name for the Treasury Services businesses of JPMorgan Chase Bank, N.A., member FDIC, and its affiliates worldwide. Decompany of the matters of the matters referred to in this guide. |

Attachment 5. Business Resiliency Plan Overview

J.P. MORGAN CORPORATE & INVESTMENT BANK BUSINESS RESILIENCY SUMMARY

May 2015

The information contained in this document is confidential and proprietary to JPMorgan Chase & Co.

The business resiliency plans of JPMorgan Chase & Co. are subject to change without notice and do not guarantee that for every disaster or business disruption: (i) such plans will be successfully implemented; or (ii) such plans, if implemented, will be sufficient and appropriate to avoid, deter or mitigate the disaster or business disruption.

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Business Resiliency Planning

Recovering from or even avoiding a service disruption, whether a component failure or a full-scale disaster, depends on a comprehensive and effective contingency and business recovery planning process combined with experienced people to execute the plan. J.P. Morgan's business resiliency plans address all parts of the business - including employees, facilities, systems, telecommunications, third parties, and clients. Our business resiliency plans are living documents that are updated on an ongoing basis to incorporate lessons learned and tested regularly to validate the effectiveness and completeness of the plans.

Business Resiliency plans are classified as "company confidential" and cannot be disclosed or shared with external entities. For informational purposes, this document provides an overview of the Business Resiliency planning, testing and implementation approach in place for J.P. Morgan's Corporate & Investment Bank line of business.

J.P. Morgan uses an integrated Business Resiliency strategy that addresses both the disaster recovery and business continuity planning required to resume operations from a disruption and provide for continuing operations over the course of a business interruption lasting up to 30 days.

J.P. Morgan's firm-wide Business Resiliency program is designed to comply with all applicable guidelines from The U.S. Office of the Comptroller of the Currency (OCC), the U.S. Federal Financial Institutions Examination Council (FFIEC) and the *Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System. Additionally*, there are approximately 100 guidelines worldwide for resiliency. Our Corporate policies and LOB guidelines are documented to account for the various global regulations and are subject to country audits.

Recovery strategies and plans are documented to account for the worst-case scenario, involving loss of life and widespread geographic interruption.

The firm's Corporate & Investment Bank line of business maintains a dedicated staff responsible for providing Business Resiliency (BR) services to all business units. The BR professionals provide governance, oversight and compliance functions for business and technology subject matter experts. The team is responsible for ensuring that corporate, regulatory and country-specific requirements are met. Disaster recovery strategies and plans (also known as information technology recovery plans) address the recovery of critical systems and applications from an interruption to normal processing cycles. A full range of technical solutions are used, with the specific technologies applied to each application/function depending on the criticality and recovery time objective of the specific application. J.P. Morgan data centers support a wide range of technology to provide high availability environments and alternate site recovery capabilities, including disk mirroring, clustering, geographically dispersed systems, and offsite tape backups, depending on the criticality and recovery window of the application(s).

Documented business continuity strategies and plans address the recovery of functions and/or people to one or more viable alternate recovery sites. When similar processes utilizing like systems are performed at multiple locations, the use of a sister site or distributed operating model is generally the preferred recovery approach. A sister site is defined as a facility that

performs like processes, using similar systems and equipment, and where local management possesses expertise on the processes to be recovered at that location. In situations where only workspace or access to remote applications is required, other J.P. Morgan locations outside the production site zone are the preferred approach.

Plan Development

J.P. Morgan uses a formal Business Impact Analysis (BIA) process and a standard tool to gather and analyze data with each business unit. For consistency of process and content, a Business Resiliency Analyst works with the business unit staff to conduct this assessment. The BIA measures the potential impact of disruption to clients, as well as legal, regulatory and financial impact to the firm if the business process is not able to function. The business unit then establishes a recovery window for processes and supporting infrastructure. The recovery window range begins with intraday recovery and extends out based on the criticality and time-sensitivity of the process.

Output from the BIA is used to define and develop a preferred recovery strategy consistent with the specified recovery window. Standardized methodologies, templates and tools provide consistent reporting mechanisms, helping to ensure that the selected strategy and the detailed plan address all relevant aspects of our Corporate policies and LOB guidelines. All business continuity plans are required to incorporate and satisfy specific critical elements, including:

- Recovery Strategy
- Employee Call Tree
- Customers/Third Parties

- Recovery Time Objective
- Damage Assessment
- Equipment/Software

- Emergency Notification
- Recovery Procedures
- Telecommunications

• Work-in-process Assessment

Risk assessment and recovery site selection includes evaluation of sites that will not likely be impacted by the same event considering regional geography and critical infrastructure that supports the process. In many cases, alternate J.P. Morgan locations or sister sites are the primary recovery site. Select business units have established hot site locations for business and technology recovery while others have contracts with third party vendors to provide and support business and systems recovery.

Where applicable, business resiliency plans reference command centers, assembly sites, offsite storage and recovery sites. A formal process to document and approve recovery sites is in place to help avoid the potential double-booking or business unit overlap at recovery sites. Additionally, support groups, such as Real Estate and Desktop Support, ensure recovery sites can be utilized effectively at the time of an interruption and that plans are established to provide required infrastructure within allowable timeframes.

Testing, Training and Education

All plans must comply with the firms' corporate Risk Based Testing policy and test cycle. Each resiliency plan is tested annually. Exercises can include:

■ Notification Procedures: Assure the accuracy and completeness of call tree information is maintained through organizational changes.

- Walkthrough: Familiarize the business unit or support group staff with the plan and their role in its execution. This validates that the resiliency plan incorporates all critical processes and helps to identify gaps or other weaknesses requiring remediation.
- Simulation / Table Top Testing: Validate and share assumptions, including those related to dependencies, and the ability of support groups, third parties, and other vendors to provide support. A scenario-based test is an interactive session where participants are presented with an incident and need to make decision in order to overcome a problem or situation.
- Full Physical: Validate the ability to recover business units, processes, applications, and infrastructure within the established recovery time objective without dependency on the primary location.
- Location: Assure resiliency readiness at the site-level to recover from a range of scenarios, including full loss of site and validate the ability to recover all processes and technology with RTOs of 2 through 72 within recovery time objectives.

Resiliency plans supporting critical business processes are updated annually or when there are significant changes in the environment. Plan maintenance sessions are typically a formal review of all aspects of the resiliency plan and updates are made as necessary. Where applicable, we educate each shift of the general employee population on how to respond to an event at their facility, in addition to the employees that will be directly involved with a recovery effort.

In addition, J.P. Morgan has a formal, centrally managed, assessment process to evaluate the adequacy of security, disaster recovery and business continuity controls in place at critical third parties. A critical third party is an external entity, which provides a product or service that has client, revenue, regulatory or reputational impact to J.P. Morgan.

Business Resiliency plans are subject to reviews by J.P. Morgan's Global Resiliency & Crisis Management group, which acts as the firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review.

Event Management, Escalation and Response

J.P. Morgan has regional crisis management teams in place to address emerging risks and respond to actual recovery issues. Within each line of business, a crisis management framework is in place to manage business units and customers through a potential or actual business interruption event. This process is tested on a regular basis and has been successfully used to manage through a multitude of planned and unplanned events including hurricanes, floods, snowstorms, terrorist attacks, technology interruptions and power outages. The following areas are addressed:

- Notification of employees and activation of the plan
- Damage assessment of facility, technology and work-in-progress
- Evaluation and impact of established service level agreements
- Communication with key support providers and customers
- Recovery of work-in-progress
- Recovery site activation



- Impact on support groups and interdependent processes
- Movement of work and people
- Business unit and technology recovery
- Restoration of the process back to the original production location

J.P. Morgan is a large, geographically dispersed financial institution with the ability to manage complex events. Automated notification tools, e-mail, instant messaging, and teleconference bridge lines are used to communicate and coordinate activities across all business units and support groups.

In an actual business disruption, it can be critical to determine accurately the extent of damage and the resources required to resume and maintain operations. Damage Assessment is comprised of three components, coordinated by groups knowledgeable in their established discipline: the Facilities and Critical Infrastructure Group evaluates the facility and select supporting infrastructure; business unit management evaluates the impact of in-progress and expected workload and determines the appropriate level of response; Global Technology Infrastructure evaluates the impact on electronic equipment, including computers, network and servers.

Within each line of business at each location, a senior individual is appointed to represent the business at the J.P. Morgan's firm-wide Crisis Command Center. In the event of a business disruption, J.P. Morgan will activate the Command Center in order to determine the scope of the disruption, the effect on the business and on our clients. When activated, the Crisis Command Center is staffed 24 hours a day with senior representatives from Facilities, Security, Technology, Infrastructure, Risk Management, Legal/Compliance, Insurance, Audit, Human Resources, Corporate Communications/Marketing, Finance and each line of business.

To keep clients informed during a business disruption J.P. Morgan relies on both written and verbal communications. We provide clients with regular updates summarizing the status of the situation and the impact to clients. Depending on the nature of the disruption and the number of clients impacted, the firm may use direct telephone calls, conference calls, emails, faxes, recorded messages, and other means to disseminate information. When applicable, communications may include contact information for those areas operating at contingency locations.

Minimizing Likelihood and Extent of A Disruption

J.P. Morgan's extensive global footprint provides built-in redundancy for many core processing, operations and service delivery functions. J.P. Morgan has strategically located data centers and operation centers throughout the world. This geographic distribution helps to reduce the impact of a local disruption on our business. Each location has at least one defined and tested recovery site with connectivity to applications and a tested plan for relocating to the alternate site and resuming business.

Further minimizing the likelihood of a full-scale business disruption, J.P. Morgan's data centers and data storage procedures have been designed to minimize the likelihood of a disruption in the event of a disaster, as described below.

 Data centers have on-site backup processing resources to address local equipment issues.

- Data centers and major operations facilities are designed to receive electrical power from dual utility feeds, multiple redundant Uninterruptible Power Supply (UPS) protection, and redundant on-site generators. Buildings feature stringent physical security, using highly sophisticated systems to prevent against and detect fire, smoke, water and intrusion. These measures help to reduce the risk and minimize the consequences of these events. Each building is secured at the main entrance, requiring electronic ID cards for access. In addition, a trained and equipped security staff provides 24-hour coverage.
- In major facilities, telephone service is delivered from two separate switching stations and delivered to the building so that an interruption to one of the switching stations would not affect the entire building's workspace.

J.P. Morgan maintains a proprietary telecommunications network across our global operating facilities and data centers, which is designed to maintain communications in the event of a disaster. We have redundant components for each connection (e.g., routers, switches, etc.) which allow us to immediately correct device failures. We have configured our network with multiple diversely routed paths that allow us to re-direct traffic in the event of a disruption. This enables us to revert to additional options in the event of a provider outage.

Wide-scale Staff Disruption (including Pandemic Preparedness)

Based on the World Health Organization's pandemic model, J.P. Morgan has prepared a process for creating layers of defense to prevent virus transmission and a work-around for the possibility of mass employee absenteeism. Our plans not only address a pandemic situation but would serve us for other wide-scale staff disruptions. Planning incorporates preparedness and expertise from all areas of the firm. Consideration has been given to the unavailability of the workforce or closing of locations over extended periods of time. J.P. Morgan will exercise commercially reasonable efforts to ensure that the firm will meet its obligations to you and to all of our customers.

Attachment 6. Sample Implementation Plan

| ID | Task Name | Duration | Start | | Predecessors | Resource Names |
|----|---|----------|-------------|-------------|--------------|-------------------------------|
| 1 | City of Costa Mesa Sample Implementation Project Plan | 60 days | Tue 2/2/16 | Mon 4/25/16 | | |
| 2 | Initiation Phase | 9 days | Tue 2/2/16 | Fri 2/12/16 | | |
| 12 | Requirements and Planning Phase | 7 days | Mon 2/15/16 | Tue 2/23/16 | | |
| 13 | Draft Project Charter | 3 days | Mon 2/15/16 | Wed 2/17/16 | 7 | JPM Impl Project Mgr |
| 14 | Review Project Charter with Client | 1 day | Thu 2/18/16 | Thu 2/18/16 | 13 | JPM Impl Project Mgr/Client |
| 15 | Sign-off on Scope/Lock Project Charter | 3 days | Fri 2/19/16 | Tue 2/23/16 | 14 | 1 Client |
| 16 | Draft Detailed Project Plan | 3 days | Mon 2/15/16 | Wed 2/17/16 | 7 | JPM Impl Project Mgr |
| 17 | Review DRAFT Project Plan with Client | 1 day | Thu 2/18/16 | Thu 2/18/16 | 16 | JPM Impl Project Mgr/Client |
| 18 | Requirements and Design Phase Completed | 0 days | Thu 2/18/16 | Thu 2/18/16 | 17,16 | JPM Impl Project Mgr/Client |
| 19 | Documentation & Service Set-up Phase | 38 days | Tue 2/2/16 | Thu 3/24/16 | | |
| 20 | JPMorgan Access | 26 days | Mon 2/15/16 | Mon 3/21/16 | | |
| 21 | Confirm Accounts & Services; Review & Complete Set-up Documents | 2 days | Mon 2/15/16 | Tue 2/16/16 | 7 | JPM Impl Project Mgr/Client |
| 22 | Complete, Execute & Return Security Administrator Designation Form (SADF) | 5 days | Wed 2/17/16 | Tue 2/23/16 | 21 | Client |
| 23 | Submit Set-up Request to Operations | 1 day | Wed 2/24/16 | Wed 2/24/16 | 22 | JPM Impl Project Mgr |
| 24 | SecurID Tokens & Activation E-mail Sent to Client Security Administrators | 5 days | Thu 2/25/16 | Wed 3/2/16 | 23 | 3 JPMorgan |
| 25 | Security Administrators Complete Token Activation Process | 1 day | Thu 3/3/16 | Thu 3/3/16 | 24 | 1 Client |
| 26 | Security Administrators Log onto JPMorgan Access | 1 day | Fri 3/4/16 | Fri 3/4/16 | 25 | Client |
| 27 | Coordinate & Schedule Security Administrator Training | 1 day | Mon 3/7/16 | Mon 3/7/16 | 26 | JPM Impl Project Mgr/Client |
| 28 | Security Administrators Complete User and Entitlement Set-up | 5 days | Tue 3/8/16 | Mon 3/14/16 | 27 | Client |
| 29 | Coordinate & Schedule User/Product Training | 1 day | Tue 3/15/16 | Tue 3/15/16 | 28 | JPM Impl Project Mgr/Client |
| 30 | Client Users Log onto JPMorgan Access | 3 days | Wed 3/16/16 | Fri 3/18/16 | 29 | Client |
| 31 | ACH File Upload via ACCESS | 24 days | Wed 2/17/16 | Mon 3/21/16 | | |
| 32 | Provide Client with the ACCESS ACH File Upload Specifications | 1 day | Wed 2/17/16 | Wed 2/17/16 | 21 | JPM Project Mgr |
| 33 | Secure ACCESS Technical Resource | 2 days | Thu 2/18/16 | Fri 2/19/16 | 32 | JPM Project Mgr |
| 34 | Review ACH File Upload Specifications | 3 days | Mon 2/22/16 | Wed 2/24/16 | 33 | Client/JPM Technical Resource |
| 35 | Create ACH File for Upload via ACCESS | 5 days | Thu 2/25/16 | Wed 3/2/16 | 34 | 1 Client |
| 36 | Test ACH File for Upload via ACCESS | 3 days | Wed 3/16/16 | Fri 3/18/16 | 35,29 | Client/JPM Technical Resource |
| 37 | Begin Processing ACH File via ACCESS | 1 day | Mon 3/21/16 | Mon 3/21/16 | 36 | Client |
| 38 | Payables Web Service (PWS) | 23 days | Mon 2/15/16 | Wed 3/16/16 | | |
| 39 | Confirm Accounts & Services; Review & Complete Set-up Documents | 2 days | Mon 2/15/16 | Tue 2/16/16 | 7 | JPM Impl Project Mgr/Client |
| 40 | Complete, Execute & Return Security Administrator Designation Form (SADF) | 5 days | Wed 2/17/16 | Tue 2/23/16 | 39 | Client |
| 41 | Submit Set-up Request to Operations | 1 day | Wed 2/24/16 | Wed 2/24/16 | 40 | JPM Impl Project Mgr |
| 42 | SecurID Tokens & Activation E-mail Sent to Client Security Administrators | 5 days | Thu 2/25/16 | Wed 3/2/16 | 41 | JPMorgan |
| 43 | Security Administrators Complete Token Activation Process | 1 day | Thu 3/3/16 | Thu 3/3/16 | 42 | 2 Client |
| 44 | Security Administrators Log onto JPMorgan Access | 1 day | Fri 3/4/16 | Fri 3/4/16 | 43 | Client |
| 45 | Coordinate & Schedule Security Administrator Training | 5 days | Mon 3/7/16 | Fri 3/11/16 | | JPM Impl Project Mgr/Client |
| 46 | Security Administrators Complete User and Entitlement Set-up | 1 day | Mon 3/14/16 | Mon 3/14/16 | | Client |
| 47 | Coordinate & Schedule User/Product Training | 1 day | Tue 3/15/16 | Tue 3/15/16 | | JPM Impl Project Mgr/Client |
| 48 | Client Users Log onto PWS | 1 day | Wed 3/16/16 | Wed 3/16/16 | | Client |
| 49 | Setup Complete | 0 days | Wed 3/16/16 | Wed 3/16/16 | 48 | 3 |
| 50 | Positive Pay | 12 days | Mon 2/15/16 | Tue 3/1/16 | | |
| 51 | Confirm Set-up Details with Client | 2 days | Mon 2/15/16 | Tue 2/16/16 | | JPM Impl Project Mgr/Client |
| 52 | Provide Client MICR Specification Sheet | 3 days | Wed 2/17/16 | Fri 2/19/16 | | JPM Impl Project Mgr |
| 53 | Provide Overview of Check Testing Requirements & File Specifications | 3 days | Mon 2/15/16 | Wed 2/17/16 | | JPM Impl Project Mgr |
| 54 | Submit ARP & PWS Set-up Requests to Operations | 7 days | Thu 2/18/16 | Fri 2/26/16 | 53 | 3 JPM Impl Project Mgr |

Timeline is illustrative only - Actual project task lines, task durations and timelines vary based on client detailed requirements and other factors and will be finalized once the implementation is underway. Page 1 of 4

| | rask Name | Duration | Start | | Predecessors | Resource Names |
|----|--|----------|-------------|-------------|--------------|--------------------------------------|
| 5 | Notify Client when Setup Complete | 2 days | Mon 2/29/16 | Tue 3/1/16 | | JPM Impl Project Mgr |
| 6 | Setup Complete/Begin Testing Phase | 0 days | Tue 3/1/16 | Tue 3/1/16 | | 55 |
| 7 | Payee Verification (PVE) | 12 days | Mon 2/15/16 | Tue 3/1/16 | | |
| В | Confirm Set-up Details with Client | 2 days | Mon 2/15/16 | Tue 2/16/16 | | 7 JPM Impl Project Mgr/Client |
| 9 | Provide Client with PVE Requirements | 3 days | Wed 2/17/16 | Fri 2/19/16 | ţ. | 58 JPM Impl Project Mgr/Client |
| 0 | Advise Client of Check Testing Requirements | 1 day | Mon 2/22/16 | Mon 2/22/16 | į. | 59 JPM Impl Project Mgr |
| 1 | Submit ARP & PWS Set-up Requests to Operations | 5 days | Tue 2/23/16 | Mon 2/29/16 | (| 30 JPM Impl Project Mgr |
| 2 | Notify Client when Setup Complete | 1 day | Tue 3/1/16 | Tue 3/1/16 | (| 31 JPM Impl Project Mgr |
| 3 | Setup Complete/Begin Testing | 0 days | Tue 3/1/16 | Tue 3/1/16 | (| 52 |
| 4 | ACH (US) Direct Transmission | 17 days | Mon 2/15/16 | Tue 3/8/16 | | |
| 5 | Confirm ACH Set-up Requirements | 2 days | Mon 2/15/16 | Tue 2/16/16 | | 7 JPM Impl Project Mgr/Client |
| 6 | Secure Technical Resources for ACH Connectivity Setup and Testing | 5 days | Wed 2/17/16 | Tue 2/23/16 | (| 65 Client |
| 7 | Submit Set-up Request to Operations | 2 days | Wed 2/17/16 | Thu 2/18/16 | (| 55 JPM Impl Project Mgr |
| В | Assign Systems Implementation Resource | 2 days | Fri 2/19/16 | Mon 2/22/16 | | 57 JPM Systems Impl Mgr |
| 9 | Finalize Set-up Details with Client | 2 days | Tue 2/23/16 | Wed 2/24/16 | | 58 JPM Systems Impl Mgr |
| 0 | Review ACH File Specifications with Client | 2 days | Thu 2/25/16 | Fri 2/26/16 | | 69 JPM Systems Impl Mgr |
| 1 | Provide ACH Origin and Company ID Numbers to Client | 2 days | Mon 2/29/16 | Tue 3/1/16 | | 70 JPM Impl Project Mgr/JPM System |
| 2 | Submit Connectivity Request | 1 day | Thu 2/25/16 | Thu 2/25/16 | | 69 JPM Systems Impl Mgr |
| 3 | Connectivity Resource Assigned | 5 days | Fri 2/26/16 | Thu 3/3/16 | | 72 JPM Connectivity Analyst |
| 1 | Establish and Test Connectivity | 3 days | Fri 3/4/16 | Tue 3/8/16 | | 73 JPM Connectivity Analyst/Client |
| 5 | Complete and Execute Infodex User Setup Form for File Validation and Release | 5 days | Thu 2/25/16 | Wed 3/2/16 | | 69 Client |
| 5 | Submit Infodex User Setup Form | 1 day | Thu 3/3/16 | Thu 3/3/16 | | 75 JPM Impl Project Mgr |
| 7 | Host-to-Host (H2H)/Connectivity | 16 days | Tue 2/23/16 | Tue 3/15/16 | | of Willipi Floject Wigi |
| В | Provide Connectivity Guide, Questionnaire and Security Administration Designation Form | 1 day | Tue 2/23/16 | Tue 2/23/16 | | 68 JPM Impl Project Mgr |
| 9 | Complete & Return Connectivity Questionnaire and Security Administration Designation | 5 days | Wed 2/24/16 | Tue 3/1/16 | | 78 Client |
| 0 | Provide Connectivity Questionnaire & Security Administration Designation | 1 day | Wed 3/2/16 | Wed 3/2/16 | | 79 JPM Impl Project Mgr |
| , | | - | | Thu 3/3/16 | | |
| _ | Submit Connectivity Request | 1 day | Thu 3/3/16 | | | 30 JPM Systems Impl Mgr |
| 2 | Connectivity Resource Assigned | 5 days | Fri 3/4/16 | Thu 3/10/16 | | 31 JPM Connectivity Analyst |
| 3 | Set up Connectivity Test Region | 3 days | Fri 3/11/16 | Tue 3/15/16 | | 32 JPM Connectivity Analyst/Client |
| 4 | Zero Balance Account (ZBA) | 10 days | Mon 2/15/16 | Fri 2/26/16 | | 700 |
| 5 | Complete, Execute & Return US Cash Concentration Agreement | 5 days | Mon 2/15/16 | Fri 2/19/16 | | 7 Client |
| 6 | Submit Set-up Request to Operations | 2 days | Mon 2/22/16 | Tue 2/23/16 | | 35 JPM Impl Project Mgr |
| 7 | Advise Client of Completed Set-up | 3 days | Wed 2/24/16 | Fri 2/26/16 | | 36 JPM Impl Project Mgr |
| В | Check Returns | 13 days | Mon 2/15/16 | Wed 3/2/16 | | |
| 9 | Review and Complete Check Return Questionnaire | 3 days | Mon 2/15/16 | Wed 2/17/16 | | 7 JPM Impl Project Mgr/Client |
| 0 | Submit Set-up Request to Operations | 5 days | Thu 2/18/16 | Wed 2/24/16 | | 39 JPM Impl Project Mgr |
| 1 | Advise Client of Completed Set-up | 5 days | Thu 2/25/16 | Wed 3/2/16 | | JPM Impl Project Mgr |
| 2 | ACH Debit Blocking | 9 days | Mon 2/15/16 | Thu 2/25/16 | | |
| 3 | Complete, Execute & Return ACH Debit Blocking Set-up Forms | 5 days | Mon 2/15/16 | Fri 2/19/16 | | 7 Client |
| 4 | Submit Set-up Request to Operations | 2 days | Mon 2/22/16 | Tue 2/23/16 | (| 33 JPM Impl Project Mgr |
| 5 | Advise Client of Completed Set-up | 2 days | Wed 2/24/16 | Thu 2/25/16 | (| 94 JPM Impl Project Mgr |
| 6 | ACH Debit Block Setup Complete | 0 days | Thu 2/25/16 | Thu 2/25/16 | 9 | 95 |
| 7 | Business Deposit Express | 17 days | Mon 2/15/16 | Tue 3/8/16 | | |
| 8 | Interview Client and Complete Business Deposit Express Questionnaire | 5 days | Mon 2/15/16 | Fri 2/19/16 | | 7 JPM Impl Project Mgr |
| 9 | Review and Agree on Proximity Study | 5 days | Mon 2/22/16 | Fri 2/26/16 | (| 98 Sales/Client/JPM Impl Project Mgr |
| 00 | Submit Set-up Request to Operations | 3 days | Mon 2/29/16 | Wed 3/2/16 | 99.9 | 98 JPM Impl Project Mgr |

Timeline is illustrative only - Actual project task lines, task durations and timelines vary based on client detailed requirements and other factors and will be finalized once the implementation is underway. Page 2 of 4

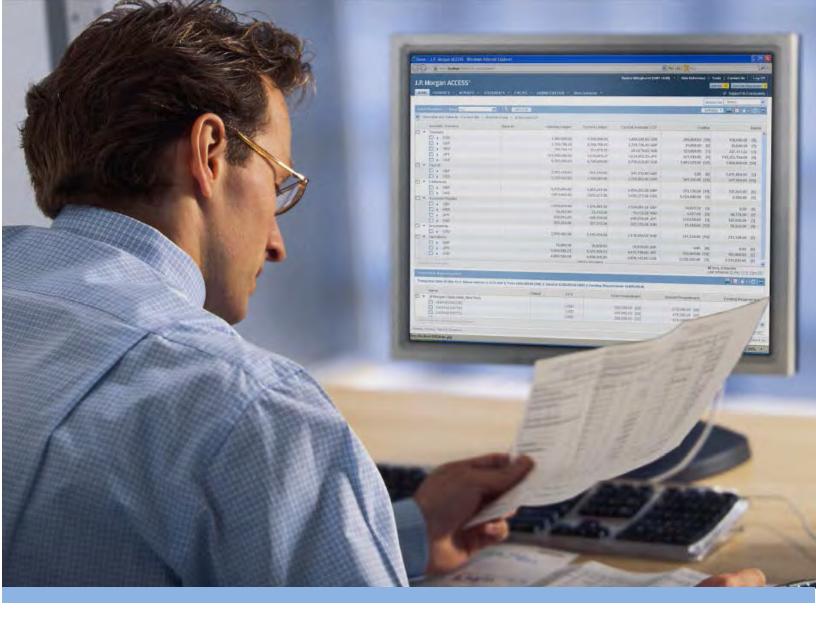
| | Task Name | Duration | Start | Finish | | Resource Names |
|----|--|----------|-------------|-------------|---------|-----------------------------------|
| 01 | Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc) | 5 days | Mon 2/22/16 | Fri 2/26/16 | 98 | Client |
| 02 | Send Out Business Deposit Welcome Kits to Stores | 3 days | Thu 3/3/16 | Mon 3/7/16 | 100 | JPMorgan |
|)3 | Advise Client of Completed Set-up | 1 day | Tue 3/8/16 | Tue 3/8/16 | 102 | JPM Impl Project Mgr |
|)4 | Cash Vault Services | 21 days | Mon 2/15/16 | Mon 3/14/16 | | |
| 05 | Identify Store Locations and Armed Courier Services | 5 days | Mon 2/15/16 | Fri 2/19/16 | 7 | Client |
| 06 | Review and Agree on Proximity Study | 5 days | Mon 2/22/16 | Fri 2/26/16 | 105 | Sales/Client/JPM Impl Project Mgr |
| 07 | Interview Client and Complete Cash Services Vault Questionnaire | 5 days | Mon 2/29/16 | Fri 3/4/16 | 105,106 | JPM Impl Project Mgr |
| 80 | Submit Set-up Request to Operations | 5 days | Mon 3/7/16 | Fri 3/11/16 | 107 | JPM Impl Project Mgr |
| 09 | Cash Deposits | 6 days | Mon 3/7/16 | Mon 3/14/16 | | |
| 10 | Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc) | 5 days | Mon 3/7/16 | Fri 3/11/16 | 107 | Client |
| 11 | Advise Client of Completed Set-up | 1 day | Mon 3/14/16 | Mon 3/14/16 | 110 | JPM Impl Project Mgr |
| 12 | Image Deposit Direct (IDD) | 29 days | Mon 2/15/16 | Thu 3/24/16 | | |
| 13 | Interview Client and Complete IDD Questionnaire | 5 days | Mon 2/15/16 | Fri 2/19/16 | 7 | JPM Impl Project Mgr |
| 14 | Coordinate and Schedule Training Date with Client and Operations | 5 days | Mon 2/22/16 | Fri 2/26/16 | | JPM Impl Project Mgr |
| 15 | Submit Set-up Request to Operations | 2 days | Mon 2/29/16 | Tue 3/1/16 | 114 | JPM Impl Project Mgr |
| 16 | Email IDD Questionnaire to Float Management | 1 day | Wed 3/2/16 | Wed 3/2/16 | 115 | JPM Impl Project Mgr |
| 17 | IDD Unit Orders Scanner Equipment | 5 days | Thu 3/3/16 | Wed 3/9/16 | 110 | JPMorgan |
| 18 | Scanner Equipment Sent to Client | 4 days | Thu 3/10/16 | Tue 3/15/16 | 117 | 7 JPMorgan |
| 19 | Confirm Receipt of Equipment | 2 days | Wed 3/16/16 | Thu 3/17/16 | 118 | Client |
| 20 | Complete Software Installation and Image Website Training | 5 days | Fri 3/18/16 | Thu 3/24/16 | 119 | JPMorgan/Client |
| 21 | Confirms Software Testing and Training is Complete | 5 days | Fri 3/18/16 | Thu 3/24/16 | 119 | Client |
| 22 | Configure Client PC workstations into Production Environment | 2 days | Fri 3/18/16 | Mon 3/21/16 | 119 | JPMorgan |
| 23 | Receive completion notice from IDD Fulfillment | 2 days | Fri 3/18/16 | Mon 3/21/16 | 119 | JPM Impl Project Mgr |
| 24 | Advise Client of Completed Set-up | 0 days | Mon 3/21/16 | Mon 3/21/16 | 123 | JPM Impl Project Mgr |
| 25 | Documentation & Service Set-up Phase Complete | 0 days | Tue 2/2/16 | Tue 2/2/16 | | |
| 26 | Testing and Go Live Phase | 43 days | Mon 2/15/16 | Wed 4/13/16 | | |
| 27 | Positive Pay via Payables Web Services | 22 days | Thu 2/18/16 | Fri 3/18/16 | | |
| 28 | Security Administrators Entitle and Approve Users | 1 day | Mon 3/14/16 | Mon 3/14/16 | 45,55 | Client |
| 29 | Client Creates Test Check Issue File | 5 days | Thu 2/18/16 | Wed 2/24/16 | 53 | Client |
| 30 | Client Uploads Check Issue Test File into Payables Web Services During Training Session | 1 day | Tue 3/15/16 | Tue 3/15/16 | 128,129 | Client |
| 31 | Feedback Provided, Corrections Made, Corrected Test File Uploaded | 1 day | Wed 3/16/16 | Wed 3/16/16 | 130 | Client/JPM Training |
| 32 | Sign-off on File Testing | 1 day | Thu 3/17/16 | Thu 3/17/16 | 131 | Client |
| 33 | Submit First Check Issue File in Production | 1 day | Fri 3/18/16 | Fri 3/18/16 | 132 | Client |
| 34 | Activate Positive Pay Service and Payee Verification (if applicable) | 0 days | Fri 3/18/16 | Fri 3/18/16 | 133 | Client |
| 35 | Confirm Receipt of Production Check Issue File | 0 days | Fri 3/18/16 | Fri 3/18/16 | 134 | JPM Impl Project Mgr |
| 36 | Setup Complete | 0 days | Fri 3/18/16 | Fri 3/18/16 | 135 | |
| 37 | Payee Verification | 14 days | Tue 2/23/16 | Fri 3/11/16 | | |
| 38 | Client Creates/Orders Checks | 5 days | Tue 2/23/16 | Mon 2/29/16 | 59,60 | Client |
| 39 | Client Forwards 20 Voided and Bursted Checks to JPMorgan for PVE Testing. Payee Name Included in Test Checks | 1 day | Tue 3/1/16 | Tue 3/1/16 | 138 | Client |
| 40 | Perform MICR Test | 3 days | Wed 3/2/16 | Fri 3/4/16 | 139 | JPM Impl Project Mgr/Chase |
| 41 | Perform PVE Test | 3 days | Mon 3/7/16 | Wed 3/9/16 | 140 | JPM Impl Project Mgr |
| | Provide Test Feedback to Client | 2 days | Thu 3/10/16 | Fri 3/11/16 | 141 | JPM Impl Project Mgr |
| 42 | | | | | | <u> </u> |
| 42 | If Successful, Activate PVE Service | 0 days | Fri 3/11/16 | Fri 3/11/16 | 142 | JPM Systems Impl Mgr |

Timeline is illustrative only - Actual project task lines, task durations and timelines vary based on client detailed requirements and other factors and will be finalized once the implementation is underway. Page 3 of 4

| | Task Name | Duration | Start | | lecessors | Resource Names |
|-----|---|----------|-------------|-------------|-----------|---|
| 45 | MICR Testing | 15 days | Mon 2/15/16 | Fri 3/4/16 | | |
| 146 | Provide Client with MICR Specification Sheet for Check Printing | 1 day | Mon 2/15/16 | Mon 2/15/16 | | 7 JPM Impl Project Mgr |
| 47 | Client Creates/Orders Checks | 10 days | Tue 2/16/16 | Mon 2/29/16 | 14 | 6 Client |
| 48 | Client Forwards 20 Voided and Bursted Checks to JPMorgan for MICR Testing | 1 day | Tue 3/1/16 | Tue 3/1/16 | | 7 Client |
| 49 | Perform MICR Test | 2 days | Wed 3/2/16 | Thu 3/3/16 | 14 | 8 JPM Impl Project Mgr |
| 50 | Provide Test Feedback to Client | 1 day | Fri 3/4/16 | Fri 3/4/16 | 14 | 9 JPM Impl Project Mgr |
| 51 | If Successful, Advise Client to Begin Issuing Checks | 0 days | Fri 3/4/16 | Fri 3/4/16 | 15 | 0 JPM Impl Project Mgr |
| 52 | MICR Testing Complete | 0 days | Fri 3/4/16 | Fri 3/4/16 | 15 | 1 |
| 153 | ACH Direct Send File | 15 days | Mon 3/7/16 | Fri 3/25/16 | 14 | 5 |
| 54 | Create Test File | 4 days | Mon 3/7/16 | Thu 3/10/16 | 7 | 1 Client |
| 155 | Send Test File to JPMorgan via Chosen Connectivity Method | 1 day | Fri 3/11/16 | Fri 3/11/16 | 15 | 4 Client |
| 56 | Tests File and Provide Feedback to Client | 3 days | Mon 3/14/16 | Wed 3/16/16 | 15 | 5 JPM Systems Impl Mgr |
| 57 | Send Transaction Journal/Return File to Client via Chosen Connectivity Method | 1 day | Thu 3/17/16 | Thu 3/17/16 | 15 | 6 JPM Systems Impl Mgr |
| 58 | Tests File and Provide Feedback to JPMorgan | 3 days | Fri 3/18/16 | Tue 3/22/16 | 15 | 7 Client |
| 159 | Sign-off on File Testing | 1 day | Mon 3/14/16 | Mon 3/14/16 | 15 | 5 JPM Impl Project Mgr/JPM Systems |
| 160 | Execute & Return Security Administration Designation Form | 1 day | Fri 3/11/16 | Fri 3/11/16 | 15 | 4 Client |
| 61 | Submit Connectivity Production Keys to Security Team | 2 days | Mon 3/14/16 | Tue 3/15/16 | 16 | 0 Client |
| 162 | Confirm Connectivity Production Keys are in Place | 2 days | Wed 3/16/16 | Thu 3/17/16 | 16 | 1 JPM Connectivity Analyst |
| 63 | Establish Connectivity in Production | 5 days | Fri 3/18/16 | Thu 3/24/16 | 16 | 2 JPM Connectivity Analyst/Client |
| 64 | Build Infodex Users and Provide Passwords and User Guide | 3 days | Tue 3/15/16 | Thu 3/17/16 | 15 | 9 JPM Systems Impl Mgr/JPMorgan |
| 65 | Activate ACH Service in Production | 2 days | Tue 3/15/16 | Wed 3/16/16 | 15 | 9 JPM Systems Impl Mgr |
| 66 | Transmit First Production ACH File to JPMorgan | 1 day | Fri 3/25/16 | Fri 3/25/16 | | 5 Client |
| 167 | Confirm Receipt of First Production File | 0 days | Fri 3/25/16 | Fri 3/25/16 | 16 | 6 JPM Systems Impl Mgr |
| 168 | Set-up Complete | 0 days | Fri 3/25/16 | Fri 3/25/16 | 16 | 7 |
| 169 | Host-to-Host (H2H)/Connectivity | 13 days | Mon 3/28/16 | Wed 4/13/16 | 15 | 3 |
| 70 | Conduct Connectivity Testing | 3 days | Mon 3/28/16 | Wed 3/30/16 | 8 | 3 JPM Connectivity Analyst/Client |
| 171 | Sign-off on File Testing | 1 day | Thu 3/31/16 | Thu 3/31/16 | 17 | 0 JPM Systems Impl Mgr/Client |
| 172 | Submit Connectivity Production Keys to Security Team | 2 days | Thu 3/31/16 | Fri 4/1/16 | 17 | 0 Client |
| 173 | Confirm Connectivity Production Keys are in Place | 2 days | Mon 4/4/16 | Tue 4/5/16 | 17 | 2 JPM Connectivity Analyst |
| 174 | Establish Connectivity in Production | 5 days | Wed 4/6/16 | Tue 4/12/16 | 17 | 3 JPM Connectivity Analyst/Client |
| 175 | Submit/Receive Production Verification File to/from JPMorgan | 1 day | Wed 4/13/16 | Wed 4/13/16 | 17 | 4 Client |
| 176 | Confirm Successful Receipt/Send of File | 0 days | Wed 4/13/16 | Wed 4/13/16 | 17 | 5 JPM Connectivity Analyst/Client |
| 177 | Set-up Complete | 0 days | Wed 4/13/16 | Wed 4/13/16 | 17 | 6 |
| 178 | Testing & Go Live Phase Complete | 0 days | Fri 3/18/16 | Fri 3/18/16 | 137,12 | 7 |
| 179 | Deal Closure Phase | 8 days | Thu 4/14/16 | Mon 4/25/16 | | |
| 180 | Monitor Services During Production Verification Period | 5 days | Thu 4/14/16 | Wed 4/20/16 | 19,12 | 6 JPM Impl Project Mgr/JPM Systems Impl Mgr |
| 181 | Sign-off on Project | 1 day | Thu 4/21/16 | Thu 4/21/16 | 18 | 0 JPM Impl Project Mgr/JPM Systems Impl Mgr/Client |
| 182 | Conduct Post Implementation Meeting | 1 day | Fri 4/22/16 | Fri 4/22/16 | 18 | 1 JPM Impl Project Mgr/JPM Systems Impl Mgr/Client |
| 83 | Transition to Customer Service | 1 day | Mon 4/25/16 | Mon 4/25/16 | 18 | 2 JPM Impl Project Mgr/Client |
| 84 | Distribute Survey to Client | 0 days | Mon 4/25/16 | Mon 4/25/16 | 18 | 3 JPMorgan |
| 185 | BAU Production | 0 days | Mon 4/25/16 | Mon 4/25/16 | 18 | 3 |

Timeline is illustrative only - Actual project task lines, task durations and timelines vary based on client detailed requirements and other factors and will be finalized once the implementation is underway. Page 4 of 4

Attachment 7. Sample Account Analysis and Bank Statement User Guide



TREASURY SERVICES

J.P. Morgan ACCESS® Sample Statements Guide

J.P. Morgan ACCESS® Statements

Introduction

The J.P. Morgan ACCESS Statements tab provides a centralized location for all Bank, Billing, and Liquidity statements..

Statements are available for U.S. and non-U.S. J.P. Morgan accounts.

Bank Statements capture all the transactions for a set period of time by account

Billing Statements are based on customer usage of financial services and the related charges for a set period of time. The volumes of transactions by product are captured by account.

Liquidity Statements captures all liquidity transactions based on type: Investments, Cash Concentration, and Pooling.

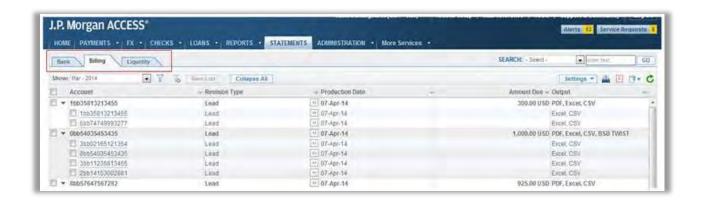


Table of Contents

| Overview | |
|---|----|
| Sample U.S. Account Bank Statement in Excel® format | 5 |
| Sample non-U.S. Bank Statement in Excel format | 9 |
| Sample U.S. Account Bank Statement in CSV format | 10 |
| Sample non-U.S. Bank Statement in CSV format | 12 |
| Sample U.S. Account Bank Statement in Adobe® PDF format | 13 |
| Sample non-U.S. Bank Statement in Adobe PDF format | 16 |
| | |
| Billing Statements | |
| Overview | 19 |
| Sample U.S. Account Billing Statement in Excel format | |
| Sample non-U.S. Account Billing Statement in Excel format | 23 |
| Sample U.S. Account Billing Statement in CSV format | 26 |
| Sample non-U.S. Account Billing Statement in CSV format | 27 |
| Sample U.S. Account Billing Statement in Adobe PDF format | 29 |
| Sample non-U.S. Account Billing Statement in Adobe PDF format | 31 |
| Sample Billing Statement in BSB TWIST format | |
| | |

Overview

Bank Statements are generated monthly or for a set time period for both U.S. and non-U.S. accounts and are available for download based on the statement retention requirements for each country.

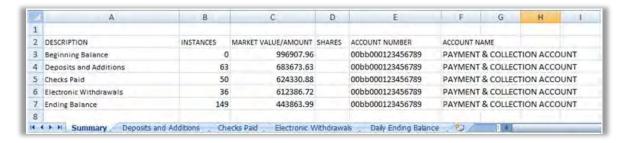
Bank statements contain all account activity (debits/credits) for the period and include:

- Transactions grouped by category and listed in separate sections
- Remarks, Transaction Descriptions and Reference numbers for each transaction
- U.S. account statements capture the Closing/Ending Balance for each business day in a the statement period
- Non-U.S. account statements capture Closing Balance and Running Balance for each transaction in the statement period
- Check images are available for users to view individually online or for bulk download.

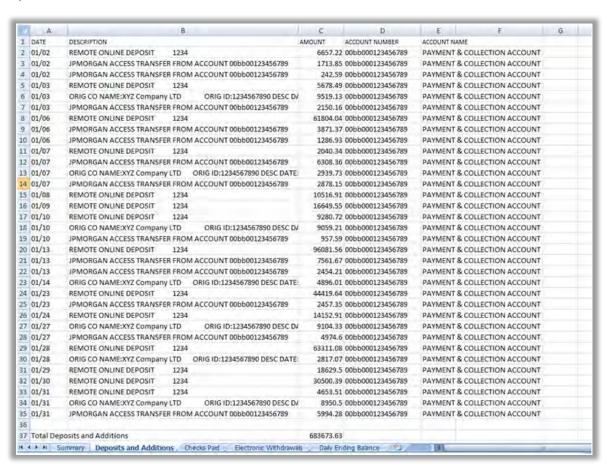
Sample U.S. Account Bank Statement in Excel format

U.S. Account Bank Statement in Excel format shows each section of the Bank Statement in a separate sheet: Summary, grouped transactions (e.g., Checks Paid, Electronic Withdrawals), and Daily Ending Balance.

Summary:

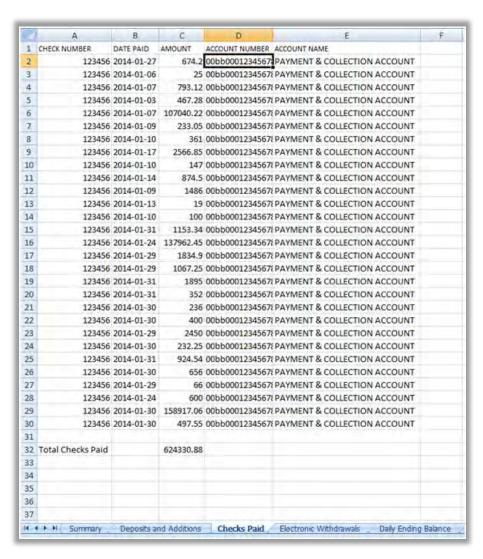


Deposits and Additions:

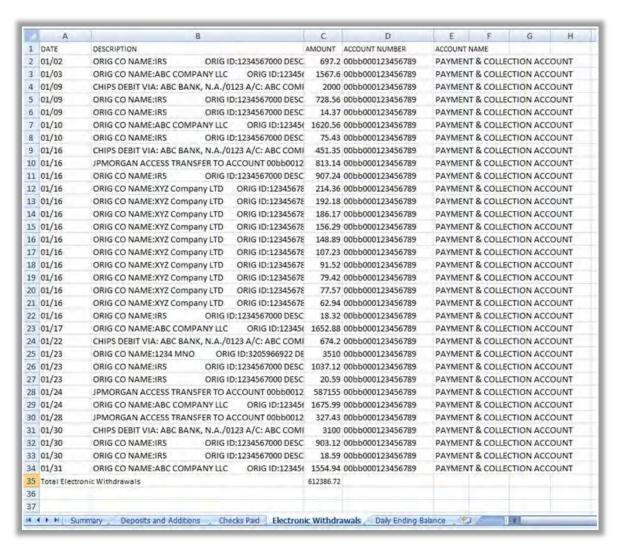


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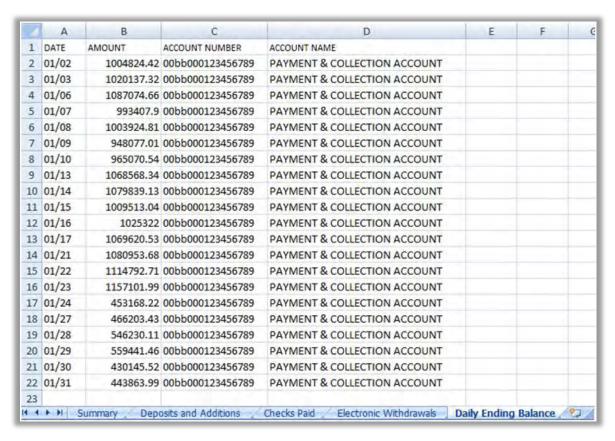
Checks Paid:



Electronic Withdrawals:

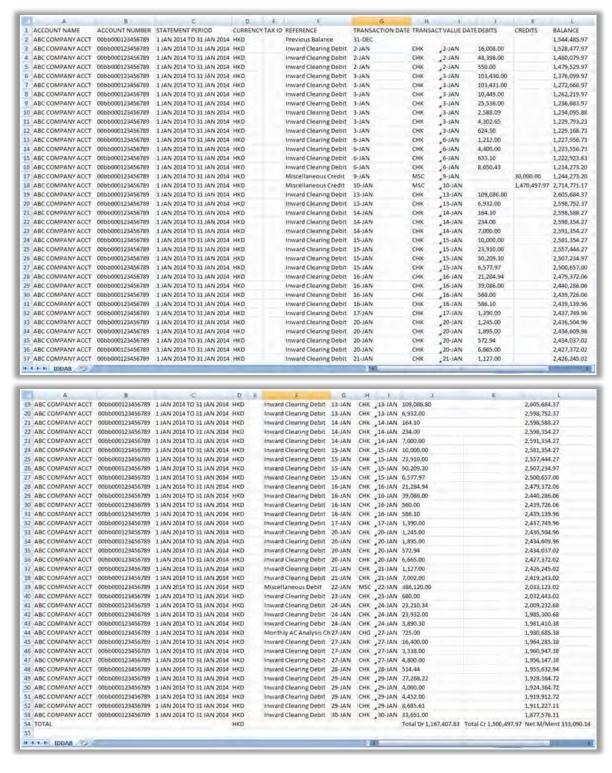


Daily Ending Balance:



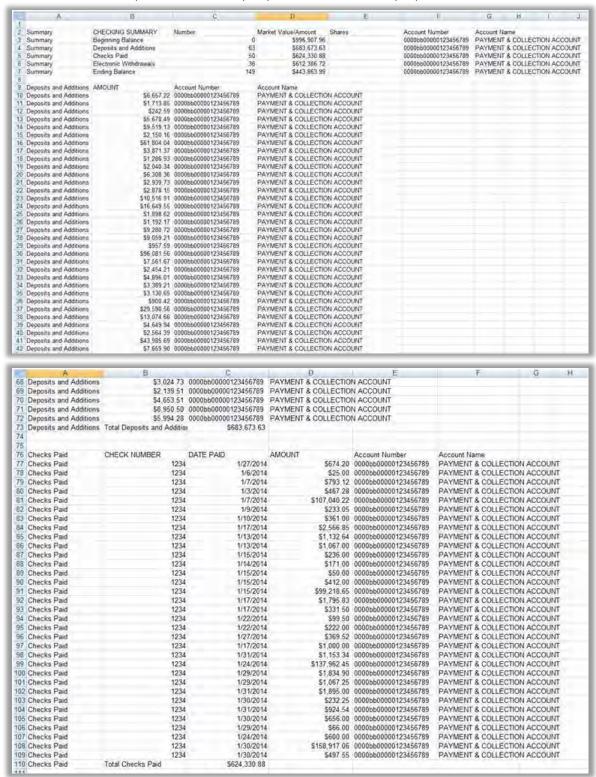
Sample non-U.S. Account Bank Statement in Excel format

Non-U.S. Account Bank Statement in Excel format shows all transactions for the statement period in chronological order in the same sheet with the running balance against each transaction.

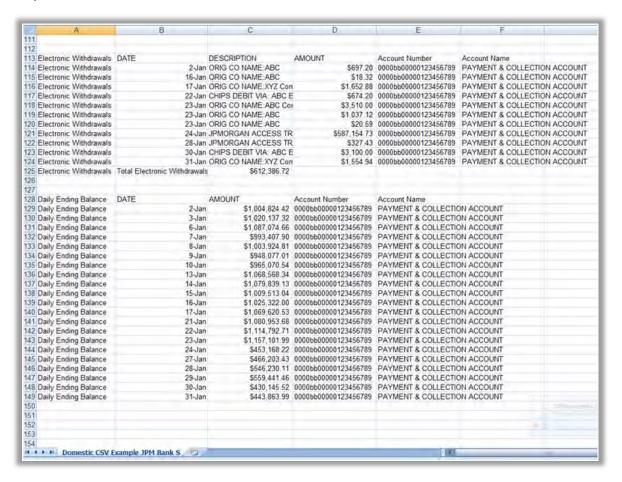


Sample U.S. Account Bank Statement in CSV format

U.S. Account Bank Statement in CSV format may be useful when bank statement needs to be fed to another financial system in the company. Each section is displayed one after another.

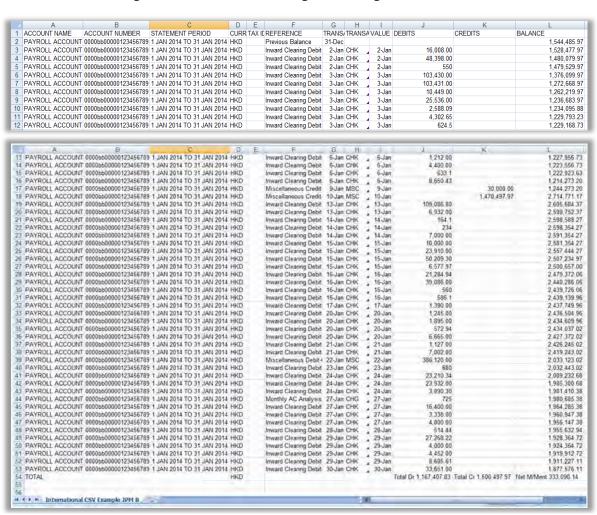


Sample U.S. Account Bank Statement in CSV format (cont'd):



Sample non-U.S. Account Bank Statement in CSV format

Non-U.S. Account Bank Statement in CSV format may be useful when the bank statement needs to be fed to another financial system in the company. All transactions for the statement period are listed in chronological order with the running balance against each transaction.



Sample U.S. Account Bank Statement in Adobe PDF format

U.S. Account Bank Statement in PDF format shows each section of the Bank Statement in a separate section - Summary, grouped transactions (e.g., Checks Paid, Electronic Withdrawals), and Daily Ending Balance. Totals are displayed at the end of each section for more clarity.



Sample U.S. Account Bank Statement in Adobe PDF format (cont'd):

| | HASE O | | | | 4 through January 31, 2014 It Number: 1234567890 | |
|---|--|--|--|---|---|---|
| DEPO | SITS AND ADDIT | IONS (continued) | | | | |
| DATE | DESCRIPTION | | | | AMOUNT | r |
| 01/24 | JPMorgan Access Transf | | | | 1,794,43 | 3. |
| 01/24 | JPMorgan Access Transf | | | | 1.776.38 | _ |
| 01/24 | JPMorgan Access Transf Ong CO Name:XYZ Com Descr.Payables Sec:PPI ID:0123456 in 1234567 Tm: 000012345 | pany LTD-2 Orig ID:01; 0 Trace#:1110000123- d Name;UVW Compan | 23456789 Desc Da 45678 Eed:123456 | | 1,307.42 9 Entry 9,104,33 | |
| 01/27 | JPMorgan Access Transf | er From Account 12345 | 678901 | | 4.974.80 | . = |
| 01/28 | Remote Online Deposit | 1005 | | | 63,311.08 | |
| 01/28 | JPMorgan Access Transf | | | | 7,803.67 | |
| 01/28 | JPMorgan Access Transf | | | | 3,357.24 | |
| 01/28 | JPMorgan Access Transf | | | | 3,085.05 | |
| 01/28 | Orig CO Name:XYZ Com Entry Descr:Pan Groupxe ID:0123456 EFT Batch # 1234 Tm: 0 | oc:PPD Trace#:00000 Ind Name:UVW Compa | 01234567890 Eed: | | 2.817.07 | 7 |
| 01/29 | Remote Online Deposit | 1005 | | | 18,629.50 | 3 |
| 01/30 | Remote Online Deposit | 1005 | | | 30,500.39 | 9 |
| 01/30 | JPMorgan Access Transf | | | | 3,024.73 | 3 |
| 01/30 | JPMorgan Access Transf | | 878901 | | 2,139.51 | |
| 01/31 | Remote Online Deposit Orig CO Name:XYZ Com | 1005 | 20010000 | - Nazaszali a | 4,653.51 D Entry 8,950.50 | |
| 01/31 | 1234567 Tm: 000012345 | d Name: UVW Compa 6Tc | kny LTD-1 | Ind | 5.994.28 | |
| 15.300 | JPMorgan Access Transf posits and Additions | er From Account 12345 | 0/8901 | - | 5,994,26 | |
| | | | | | 2000 070 07 | |
| 27.7.35 | Salar Sa | | | | \$683,673.63 | 1 |
| CHEC | KS PAID | | | 1,0150 | \$683,673.63 | |
| 27.7.35 | Salar Sa | AMOUNT | CHECK NUMBER | DATE PAID | \$683,673.63 AMOUN | - |
| CHEC | KS PAID DATE | AMOUNT \$874.20 | CHECK NUMBER 2146 | | | - |
| CHECK | CKS PAID | C | NUMBER | PAID | AMOUN | |
| CHECK NUMBER 1000 | DATE PAID 01/27 | \$674.20 | NUMBER 2146 | 01/13 | AMOUNT 1.132.64 | - - - - |
| CHECK NUMBER 1000 2127 | DATE PAID 01/27 01/06 | \$874.20 25.00 | 2146 2148 | 01/13 01/13 | AMOUNT 1.132.64 1.007.00 | T 1 |
| CHECK NUMBER 1000 2127 · 2129 · | DATE PAID 01/27 01/06 01/07 | \$674.20 25.00 793.12 | 2146 2148 2149 | 01/13 01/13 01/15 | AMOUNT 1.132.64 1.067.00 236.00 | T 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| CHECK NUMBER 1000 2127 · 2129 · 2130 | DATE PAID 01/27 01/06 01/07 01/03 | \$674.20 25,00 793.12 467.26 | 2146 2148 2149 2150 | 01/13 01/13 01/13 01/15 01/14 | AMOUNT 1,132.64 1,067.00 236.00 171.00 | T 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| CHECK NUMBER 1000 2127 · 2129 · 2130 2134 · | DATE PAID 01/27 01/06 01/07 01/03 01/07 | \$874.20 25.00 793.12 487.28 107,040.22 | 2146 2148 2149 2150 2151 | 01/13 01/13 01/13 01/15 01/14 | AMOUN 1,132.84 1,067.00 228.00 177.00 50.00 | T |
| CHECK NUMBER 1000 2127 ' 2129 ' 2130 2134 ' 2135 | DATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 | \$674.20 25.00 793.12 487.28 107,040.22 233.05 | 2146 2148 2149 2150 2151 2152 | 01/13 01/13 01/13 01/15 01/14 01/15 | AMOUNT 1.132.64 1.007.00 236.00 171.00 50.00 412.00 | |
| CHECK NUMBER 1000 2127 * 2129 * 2130 2134 * 2135 2133 2137 | DATE PAID 0.11/27 0.1/06 0.1/07 0.1/03 0.1/07 0.1/09 0.1/10 | \$674.20 25.00 793.12 467.26 107,040.22 233.05 361.00 | 2146 2148 2148 2146 2150 2151 2152 2153 | 01/13 01/13 01/13 01/15 01/14 01/15 01/15 | AMOUNT 1.132.64 1.097.00 236.00 1771.00 50.00 412.00 99.218.68 | |
| CHECK NUMBER 1000 2127 * 2129 * 2130 2134 * 2135 2133 2137 2138 | DATE PAID 0ATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 | \$874.20 25.00 793.12 487.28 107,040.22 233.05 361.00 2,566.85 147,00 | 2146 2148 2149 2150 2151 2152 2153 2154 2155 | 01/13 01/13 01/15 01/14 01/15 01/15 01/15 01/17 | AMOUNT 1,132,64 1,057,00 238,00 177,00 50,00 412,00 99,218,84 1,795,83 | T 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| CHECK NUMBER 1000 2127 * 2129 * 2130 2134 * 2135 2133 2137 | DATE PAID DATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 01/10 | \$874.20 25.00 793.12 487.28 107,040.22 233.05 361.00 2,566,85 147,00 874.50 | 2146 2148 2149 2150 2151 2152 2153 2154 | 01/13 01/13 01/15 01/14 01/15 01/15 01/15 01/15 | AMOUN 1,132.84 1,067.00 228.00 177.00 50,00 412.00 99,218.85 1,795.83 331,500 99.50 | |
| CHECK NUMBER 1000 2127 * 2129 * 2130 2134 * 2135 2133 2137 2138 2139 | DATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 01/10 01/14 | \$674.20 25.00 793.12 467.28 107,040.22 233.05 361.00 2,566.65 147,00 874.50 1,466,00 | AUMBER 2146 2148 2149 2150 2151 2152 2153 2154 2156 2156 | PAID 01/13 01/13 01/15 01/14 01/15 01/15 01/17 01/17 | AMOUNT 1.132.64 1.007.00 236.00 171.00 50.00 412.00 99.218.64 1.705.83 331.500 99.55 | |
| CHECK NUMBER 1000 2127 * 2129 * 2130 2134 * 2135 2133 2137 2138 2139 2140 2141 | DATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/17 01/10 01/17 01/10 01/14 01/09 01/13 | \$874.20 25.00 793.12 467.28 107,040.22 233.05 361.00 2,586.85 147.00 874.50 1,496.00 19.00 | AUMBER 2146 2149 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 | PAID 01/13 01/13 01/15 01/14 01/15 01/15 01/15 01/17 01/17 01/17 01/22 01/22 | AMOUNT 1.132.64 1.097.00 238.00 171.00 50.00 412.00 99.218.88 1.795.83 331.500 99.516 | T |
| CHECK NUMBER 1000 2127 · 2129 · 2130 2134 · 2135 2133 2137 2138 2139 2140 2141 2141 | 0ATE PAID 0ATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 01/10 01/14 01/09 01/13 01/10 | \$874.20 25.00 793.12 487.28 107,040.22 233.05 361.00 2,566.85 147,00 874.50 1,486.00 19.00 100.00 | AUMBER 2148 2149 2150 2151 2152 2153 2154 2156 2157 2158 2159 | 01/13 01/13 01/15 01/14 01/15 01/15 01/15 01/17 01/17 01/17 01/22 01/22 01/21 | AMOUNT 1.132.64 1.097.04 238.06 1771.06 50.00 412.06 99.218.65 1.795.83 331.506 99.56 222.06 112.06 488.26 | |
| CHECK NUMBER 1000 2127 · 2129 · 2130 2134 · 2135 2137 2138 2137 2138 2139 2140 2141 2142 2142 | DATE PAID DATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 01/10 01/14 01/09 01/13 01/10 01/13 | \$874.20 25.00 793.12 487.26 107.040.22 233.05 361.00 2,566.85 147.00 874.50 1,466.00 19.00 100.00 381.00 | AUMBER 2148 2149 2150 2151 2152 2153 2154 2155 2100 2157 2158 2109 2100 | PAID 01/13 01/15 01/14 01/15 01/15 01/15 01/15 01/15 01/17 01/17 01/22 01/22 01/21 01/21 | AMOUNT 1,132.64 1,067.00 238.00 177.00 50.00 412.00 99,218.64 1,765.83 331,500 99,50 222.00 112.00 449.24 | |
| CHECK NUMBER 1000 2127 · 2129 · 2130 2134 · 2135 2133 2137 2138 2139 2140 2141 2141 | 0ATE PAID 0ATE PAID 01/27 01/06 01/07 01/03 01/07 01/09 01/10 01/17 01/10 01/14 01/09 01/13 01/10 | \$874.20 25.00 793.12 487.28 107,040.22 233.05 361.00 2,566.85 147,00 874.50 1,486.00 19.00 100.00 | AUMBER 2148 2149 2150 2151 2152 2153 2154 2156 2157 2158 2159 | 01/13 01/13 01/15 01/14 01/15 01/15 01/15 01/17 01/17 01/17 01/22 01/22 01/21 | AMOUNT 1.132.64 1.097.04 238.06 1771.06 50.00 412.06 99.218.65 1.795.83 331.506 99.56 222.06 112.06 488.26 | |

1

Bank Statements

Sample U.S. Account Bank Statement in Adobe PDF format (cont'd):

| • | HASE O | January 01, 2014 through Janua Account Number 123 | |
|----------|---|---|--------------|
| ELE | CTRONIC WITHDRAWALS | (continued) | |
| DATE | DESCRIPTION | | AMOUNT |
| 01/22 | Chios Debit Via: XYZ Company LTD-8 Ssn: 0123456 Tm: 0123456789Jo | AJC: XYZ Company LTD-1 Not Entered | 5874.20 |
| 01/23 | 1.500 -1.00 (6.000) -1.00 (1.000) | 111000012345678 Eed:123456 Ind | 3,510,00 |
| 01/29 | Descr. Usataxpymntsec: CCD Trace#:11100 | D:0123456789 Desc Date:123456 CO Entry 0012345678 Eed:123456 Ind W Company LTD-1 Tm: 0123456 Tc | 1,037,12 |
| 01/23 | Ong CO Name:XYZ Company LTD-3 Descr.Usataxpymntsec:CCD Trace#11100 | Orig ID:0123456789 Desc Date:123456 CO Entry | 20,59 |
| 01/24 | JPMorgan Access Transfer From Account 1 | 2345878901 | 587,154,73 |
| 01/24 | Orig CO Name:XYZ Company LTD-1 Orig Entry Descr.DirectDepsed:CCD | 11000012945678 Eed:123456 ind ile Name: B58Sf | 1,675.99 |
| 01/28 | JPMorgan Access Transfer From Account 1: | | 327,43 |
| 01/30 | Chios Debit Via: XYZ Company LTD-6 A/ Ssn: 0123456 Tm: 0123456789Jo | C: XYZ Company LTD-1 Not Entered | 3,100.00 |
| 01/30 | DescriUsataxpymtsec:CCD Trace# 11100 | ID:0123456789 Desc Date:123456 CO Entry 0012345678 Eed:123456 Ind W Company LTD-1 Tm: 0123456 To | 903,12 |
| 01/30 | Orig CO Name:XYZ Company LTD-3 Orig Descr.Usataxpymtsec.CCD Trace#11100 | ID:0123456789 Desc Date:123456 CO Entry 0012345678. Eed 123456 Ind W Company LTD-1 Tm: 0123456 To | 18.59 |
| 01/31 | Orig CO Name:XYZ Company LTD-3 Orig II Entry DescribirectDepsed:CCD Trace#:1 | 0:0123456789 Desc Date:Offset CO 11000012345678 Eed; 123456 Ind ile Name: 86851 EFT/ACH | 1,554,94 |
| Total El | lectronic Withdrawals | | \$612,386.72 |
| our se | rvice charges, fees and earnings credit have b | been calculated though account analysis. | |
| DAII | LY ENDING BALANCE | 20.0411.013.010.000.0 | |
| DATE | AMOUNT | DATE | AMOUNT |
| 01/02 | \$1,004,824.42 | 01/17 | 1,069,620.53 |
| 01/03 | 1,020,137.32 | 01/21 | 1,080,953.68 |
| 01/06 | 1.087,074.66 | 01/22 | 1,114,792.71 |
| 01/07 | 993,407,90 | 01/23 | 1,157,101,99 |
| 01/08 | 1,003.924.81 | 01/24 | 453,168.22 |
| 01/09 | 948,077.01 | 01/27 | 466,203.43 |
| 01/10 | 965,070.54 | 01/28 | 546,230,11 |
| 01/13 | 1,068,568,34 | 01/29 | 559,441,46 |
| 01/14 | 1,079,839.13 | 01/30 | 430,145.52 |
| | ,1,009,513.04 | D1/31 | 443,863.69 |
| 01/15 | | | |
| 01/15 | 1,025,322.00 | | |

Sample non-U.S. Account Bank Statement in Adobe PDF format

Non-U.S. Account Bank Statement in PDF format shows all transactions for the statement period in chronological order in a table with the running balance against each transaction. Cumulative Totals are displayed on each page.

| | | | J.P. | Morgan | Accou | int Statement |
|---|---------------------|---------------------|------------|--|------------------------------|------------------------|
| ACCOUNT NAME: XYZ COMPANY LTD ACCOUNT NUMBER: 1234567890 IBAN: BBAN: 1234567890 ACCOUNT TYPE: DEMAND DEPOSIT ACC | OUNT | | | STATEMENT DATE: 31 JAN CURRENCY: HICD STATEMENT PERIOD FROM STATEMENT NUMBER: 2012 PAGE NUMBER: 2 of 4 TAX ID | 1 71 JAN 2014 TO 31 JAN 2014 | |
| Reference | Transaction Cale | Transaction Type | Value Dale | Cesses | Create | Balante |
| Previous Bálance | 31 DEC | | | | | 1,544,485.97 |
| nward Cleaning Debit CUSTREF 000012345: | 2 JAN | CHK | ZJAN | 16,008.00 | _ | 1 528 477 97 |
| Inward Cleaning Debil CUSTREF 000012345; | 2 JAN | CHK | 2 JAN | 48,398.00 | | 1,480,079.97 |
| inward Clearing Debit CUSTREF 000012345 | 2 JAN | CHK | 2 JAN | 550.00 | | 1,479,529 97 |
| Inward Clearing Debit CUSTREF 000012345: | 3 JAN | CHK | 3 JAN | 103,430.00 | | 1,376,668.97 |
| inward Cleaning Debit CUSTREF 000012345; | 3 JAN | CHK | 3 JAN | 103,431.00 | | 1,272,868.97 |
| Inward Clearing Debit CUSTREF 000012345; | 3 JAN | CHK | 3 JAN | 10,449,00 | | 1,262,219.97 |
| inward Cleaning Debit CUSTREF 000012345: | 3 JAN | СНК | BJAN | 25,536.00 | | 1,236,683.97 |
| Inward Clearing Debit CUSTREF 000012345 | 3 JAN | СНК | 3 JAN | 2,588.09 | | 1,234,095.88 |
| hward Cleaning Debit CUSTREF 000012345 | 3 JAN | CHK | 3 JAN | 4,302.65 | - | 1,229,793.23 |
| Inward Cleaning Debit GUSTREF 000012345, | 3 JAN | CHK | 3 JAN | 624.50 | | 1,229,168.73 |
| inward Cleaning Debit CUSTREF 000012345. | 6 JAN | CHK | 6 JAN | 1,212.00 | | 1,227,956.73 |
| Inward Clearing Debit CUSTREF 000012345 | B JAN | CHK | 6 JAN | 4,400.00 | | 1,223,556.73 |
| Inward Clearing Debit CUSTREF 000012545. | 6 JAN | СНК | 5 JAN | 633 10 | | 1,222,923,63 |
| | | | | Total Dr0 321.562.34 | Total Cr .00 | Net M/Ment -321,552,34 |

Sample non-U.S. Account Bank Statement in Adobe PDF format (cont'd):

| | | | J.P. | Morgan | Accou | nt Statement |
|---|---------------------|---------------------|--------------|--|---------------------------|-------------------------|
| ACCOUNT NAME: XYZ COMPANY LTD ACCOUNT NUMBER: 1234557890 IBAN: 1234567890 BBAN: 1234567890 ACCOUNT TYPE: DEMAND DEPOSIT ACCOUNT | | | | STATEMENT DATE::31 JAN CURRENCY::HICO STATEMENT DEROO FROM STATEMENT MUMBER::01 PAGE NUMBER::3 of 4 TAX ID | 1 JAN 2014 TO 31 JAN 2014 | |
| Reference | Transaction Date | Transaction Type | Value Distri | Debits | Credes | Balane |
| inward Clearing Debit CUSTREF 000012345 | 6 JAN | CHK | 6-JAN | 8,650.43 | | 1,214,273.20 |
| Miscellaneous Credit CUSTREF H123456; BANK REF T12CCB34567; BAO ABC Company LTD PAYROLL BENEFICIARY XYZ Company LTD ABC Company LTD INTERCOMPANY TRANSFER. PAY METHOD BOOK TRANSFER | SJAN | MSC | 9JAN | | 30,000.00 | 1,244,273.20 |
| Inward Clearing Debil CUSTREF 123456789FC; BANK REF- 1123WICH5678; BIO /01234567890, ABC CM, LTD: 12 ABC ST BIG CITY BENEFICIARY XYZ Company LTD ABC Company LTD, CONTRACT 1234567, /RFB/12341/23456789, ACC INTERCOMPANY PAYABLE; PAY METHOD INCOMING SWIFT, | 10 JAN | MSC | 10 JAN | | 1,470,497 97 | 1,2688,97 |
| Inward Clearing Debit CUSTREF 000012345; | 13 JAN | CHK | 13.JAN | 109,086.800 | | 2,605,684.37 |
| Inward Clearing Debit GUSTREF 000012345, | 13 JAN | CHK | 13 JAN | 6,932,00 | | 2,598,752,37 |
| Inward Clearing Debit CUSTREF 000012345; | IA JAN | CHK | 14 JAN | 164 10 | | 2 596 588 27 |
| hward Clearing Debit. CUSTREF 000012345; | 14 JAN | CHK | 14.JAN | 234.00 | | 2,598,354.27 |
| Inward Cleaning Debit CUSTREF 000012345; | 14 JAN | CHK | 14 JAN | 7,000.00 | | 2,591,354.27 |
| | | | | Total DVT 453.629.67 | Total Cr 500,497.97 | Net M/Ment 1.045.868.30 |

Sample non-U.S. Account Bank Statement in Adobe PDF format (cont'd):

| | | | J.P. | Morgan | Accor | unt Statement |
|---|---------------------|-----------------------|------------|--|-------------------------------|-----------------------|
| ACCOUNT NAME: XYZ COMPA ACCOUNT NUMBER: 12345678 IBAN: BBAN: 1234567890 ACCOUNT TYPE: DEMAND DE | 90 | | | STATEMENT DATE: 31 JAA CURRENCY: HKD STATEMENT PERIOD FROM STATEMENT NUMBER: 01. PAGE NUMBER: 4 of 4 TAX ID | M : 1 JAN 2014 TO 31 JAN 2014 | |
| Reference | Transaction Date | r Transaction Type | Value Date | Debits | Credits | Balance |
| Inward Cleaning Debit CUSTREF 000012345 | 29 JAN | CHK | 29 JAN | 27,268.22 | | 1,928,364.72 |
| Trward Clearing Debil CUSTREF 000012345; | 29 JAN | СНК | 29 JAN | 4,000.00 | | 1,924,364,72 |
| hward Clearing Debit CUSTREF 000012345; | 29 JAN | CHK | 29 JAN | 4,452.00 | | 1,919,912,72 |
| hward Cleaning Debit CUSTREF 000012345; | 29 JAN | CHK | 29 JAN | 8,685.61 | | 1.911,227 11 |
| custres 000012345 | 30 JAN | CHK | 30 JAN | 33,651.00 | | 1,877,576.11 |
| | | | | Total Dr1 1,167,407.63 | Total Cr :500,497.97 | Net M/Ment 333,090,14 |
| | | | | | | |
| | | | | | | |

Billing Statements

Overview

Billing Statements are generated monthly for both U.S. and non-U.S. accounts and are available for download on a rolling 13 month basis. Availability varies, based on the location of the account:

U.S. based statements

- Lead statements are available on the 6th business day of each month
- Extract (revised) statements are available on the 15th calendar day of each month

Non-U.S. based statements

- Lead statements are available on the 3rd business day of each month
- Restatements can be made between the 3rd business day and the 25th calendar day of each month (can be created daily).

Billing statements reflect customer usage of financial services and the related charges for a set period of time and help ensure the accuracy of charges billed. Statements for clients with Billing Groups are generated with a Billing Group structure – i.e., a Main Billing account and one or more sub-accounts. Statements include:

- Transaction volumes by product for each account
- Services and Activities are grouped by category and listed for each service/activity
- Detailed tax and currency information

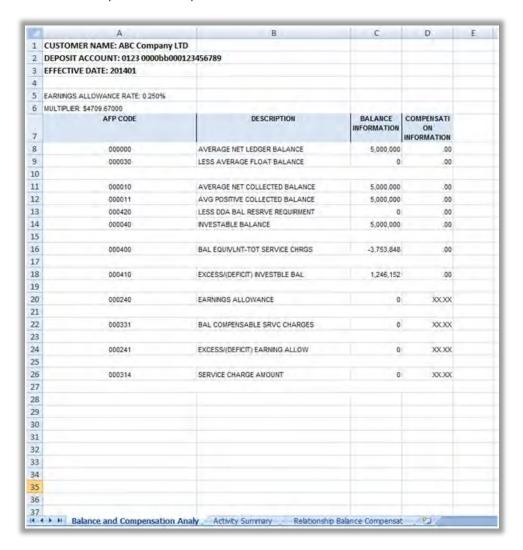
2

Billing Statements

Sample U.S. Account Billing Statement in Excel format

U.S. Account Billing Statement in Excel format shows each section of billing information in a separate sheet with total charges displayed at the end of the sheet for more clarity.

Balance and Compensation Analysis:



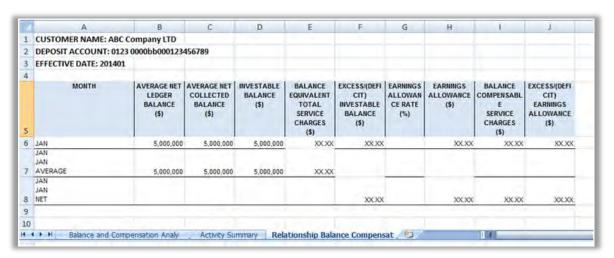
Billing Statements

Activity Summary:

| | A | В | C | D | E | F | G | Н | 1 |
|----|-------------------------------------|-------------------------|------------------------|--------------------|--------------|------------------------|-------------------------------|---------------------------|---|
| 1 | CUSTOMER NAME: ABC Company LTD | | | | | | | | |
| 2 | DEPOSIT ACCOUNT: 0123 0000bb0001234 | 156789 | | | | | | | |
| 3 | EFFECTIVE DATE: 201401 | | | | | | | | |
| 4 | PRODUCT LINE AND DESCRIPTION | BANK SERVICE CODE | AFP SERVICE CODE | UNIT PRICE (\$) | VOLUME | SERVICE CHARGE (\$) | BALANCE EQUIVALENT (\$) | FEE-BASED CHARGES (\$) | |
| 6 | ACCOUNT SERVICES | | | | | | | | |
| 7 | ACCOUNT MAINTENANCE | 01005 | 010000 | XXXX | 1 | XXXX | 141,290 | xxxx | |
| 8 | STATEMENT CYCLES | 01010 | 010307 | XXXX | - 1 | XXXX | 0 | XXXX | |
| 9 | AUDIT CONFIRMATIONS | 01076 | 010630 | XXXX | 1 | XX.XX | 353,226 | xx.xx | |
| 10 | SUBTOTAL | | | | | XXXX | 494,516 | | |
| 11 | | | | | | | | | |
| 12 | FUNDS TRANSFER SERVICES | | | | | | | | |
| 13 | REPETITIVE INSTRUCTION STORAGE | 05882 | 350551 | XXXX | 2 | XXXX | 0 | XXXX | |
| 14 | SUBTOTAL | | | | | XXXX | 0 | | |
| 15 | | | | | | | | | |
| 16 | JPMORGAN ACCESS | | | | | | | | |
| 17 | ACCOUNT MAINT - 1 YEAR HISTORY | 06065 | 400662 | XXXXX | 2 | XXXX | 659,355 | XXXXX | |
| 18 | USER MODULE FEE | 06087 | 400699 | XXXXX | 21 | XXXX | 0 | XXXXX | |
| 19 | JPM ACCESS MONTHLY MAINT | 07357 | 400699 | XXXX | 1 | XXXX | 0 | XXXXX | |
| 20 | SUBTOTAL | | | | | XX.XX | 659,355 | | |
| 21 | | | | | | | | | |
| 22 | PREMIUM ASSESSMENT FEE | | | | | | | | |
| 23 | PREMIUM ASSESSMENT FEE | 00035 | 000230 | XXXX | 5,000,000 | XXXX | 2,599,977 | XXXXX | |
| 24 | SUBTOTAL | | | | | XXXX | 2,599,977 | | |
| 25 | | | | | | | | | |
| 26 | | | | | | | | | |
| 27 | TOTAL CHARGE FOR SERVICES | | 000300 | | | XXXX | 0 | | |
| 28 | TOTAL FEE BASED CHARGES | | 000330 | | | XXXX | 0 | | |
| 29 | BAL COMPENSABLE SRVC CHARGES | | 000331 | | | XX.XX | 0 | | |
| 30 | BAL EQUIVENT-TOT SERVICE CHRGS | | 000400 | | | XX.XX | 3,753,848 | | |
| 31 | | | | | | | | | |
| 32 | | | | | | | | | |
| 33 | | | | | | | | | |
| 34 | | | | | | | | | |
| 35 | | | | | | | | | |
| 36 | | | | | | | | | |
| 37 | | and the state of | ummary R | | ce Compensat | 93 | | W. | |

Billing Statements

Relationship Balance Compensation:



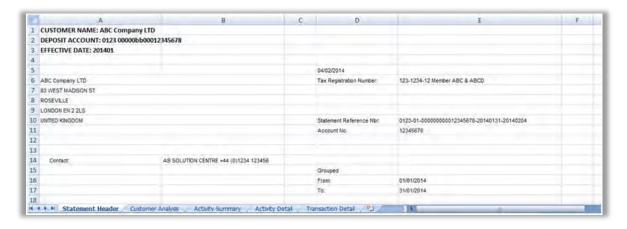
2

Billing Statements

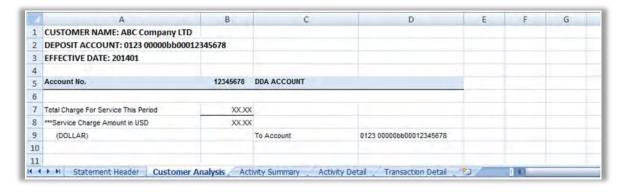
Sample non- U.S. Account Billing Statement in Excel format

Non-U.S. Account Billing Statement in Excel format shows each section of billing information in a separate sheet with total charges displayed at the end of the sheet for more clarity.

Statement Header:

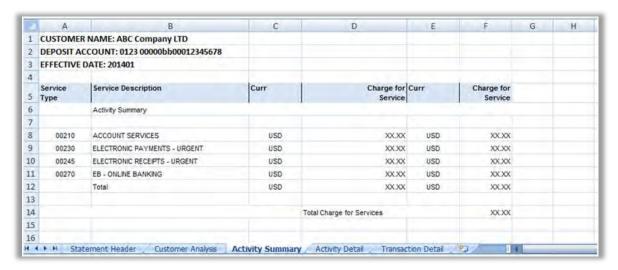


Customer Analysis:

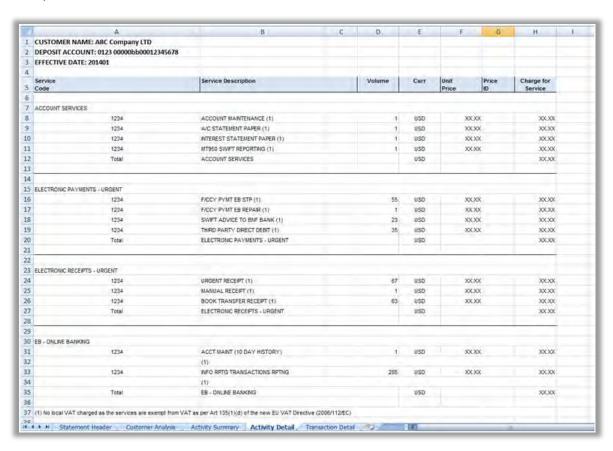


Billing Statements

Activity Summary:

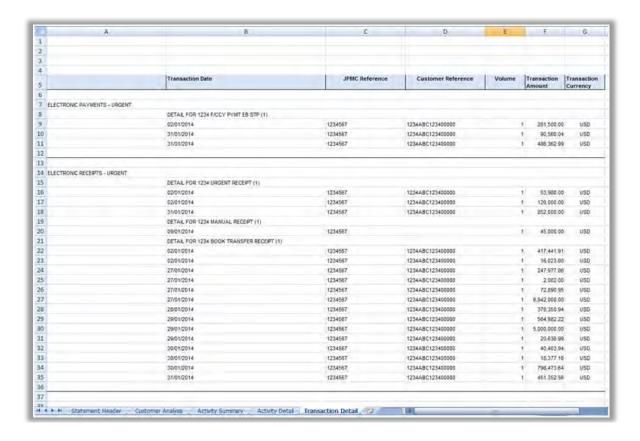


Activity Detail:



Billing Statements

Transaction Detail:

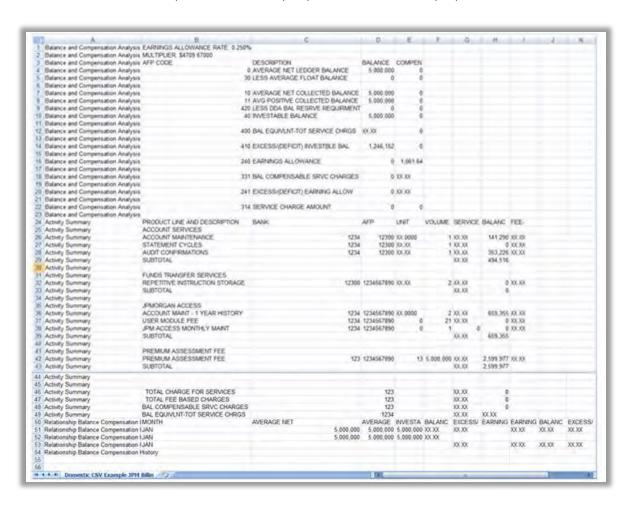


2

Billing Statements

Sample U.S. Account Billing Statement in CSV format

U.S. Account Billing Statement in CSV format may be useful when billing information needs to be fed to another financial system in the company. Each section is displayed one after another.

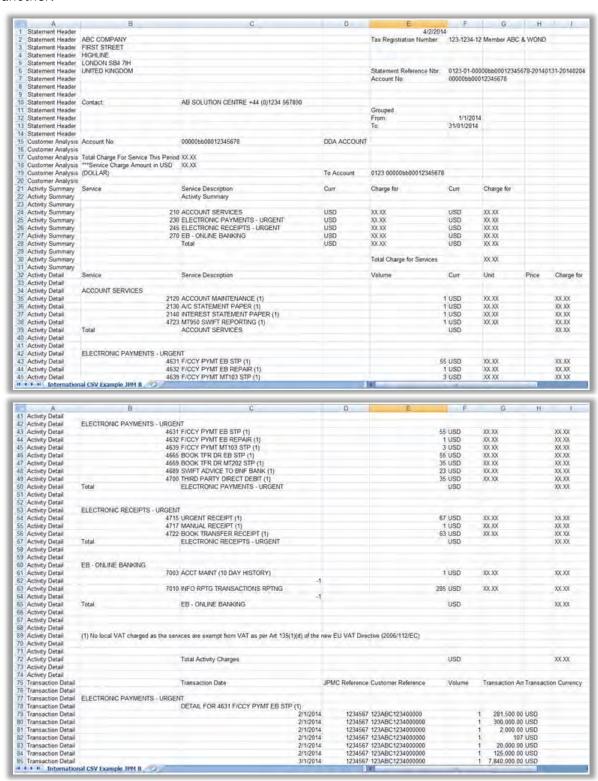


2

Billing Statements

Sample non-U.S. Account Billing Statement in CSV format

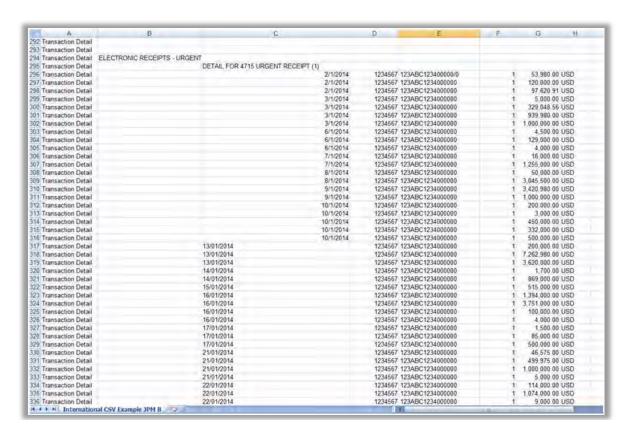
Non-U.S. Account Billing Statement in CSV format may be useful when billing information needs to be fed to another financial system in the company. Each section is displayed one after another.



2

Billing Statements

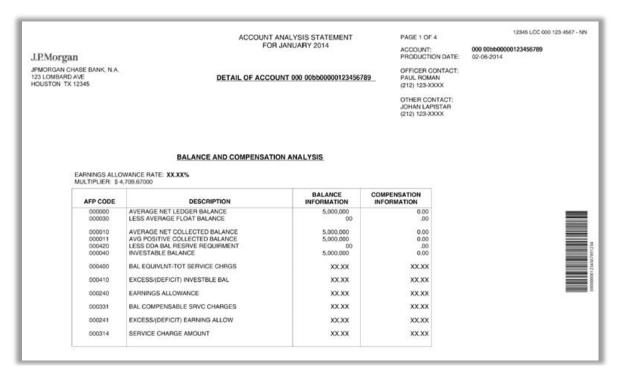
Non-U.S. CSV format (cont'd):



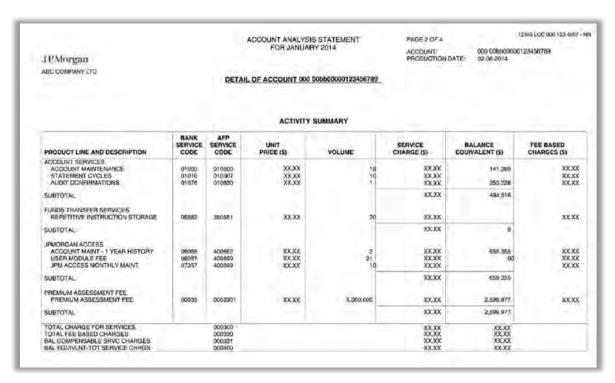
Sample U.S. Account Billing Statement in Adobe PDF format

U.S. Account Billing Statement in PDF format shows each section of billing information in separate table with total charges displayed at the end of each table for more clarity.

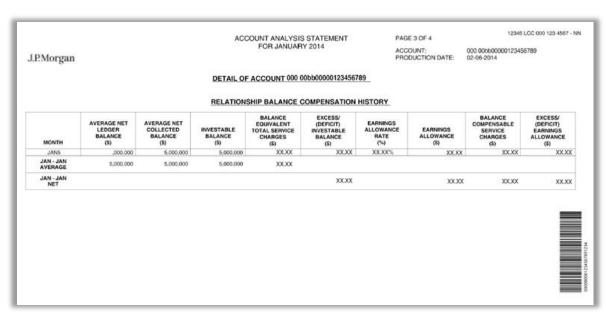
Balance and Compensation Analysis:



Activity Summary:



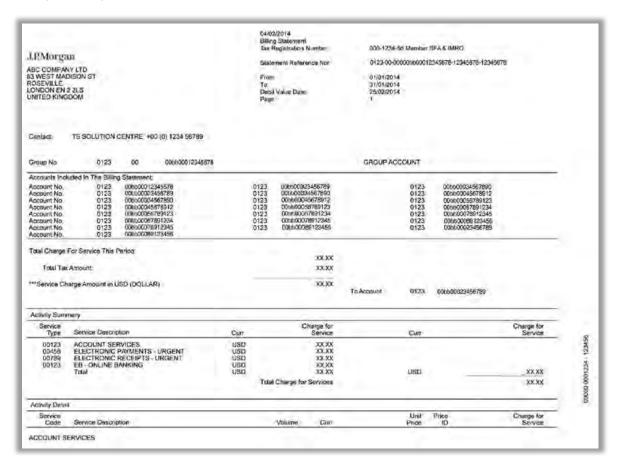
Relationship Balance Compensation History:



Sample non-U.S. Account Billing Statement in Adobe PDF format

Non-U.S. Account Billing Statement in PDF format shows each section of billing information in separate table with total charges displayed at the end of each table for more clarity.

Activity Summary:



Activity Detail:

| IDMono | | 04/02/2014 Billing Statement Tax Registration N | lumber; | 000-1234-56 Member | SFA & IMRO | |
|--|--|---|--|--|----------------------------|---|
| J.P.Morg | | Statement Referen | nce Nbr. | 0123-00-00000tb0000 | 12345678-12345678-12345678 | |
| ABC COMPA 33 WEST MA ROSEVILLE LONDON EN UNITED KING | I 2 2LS | From To Debit Value Date: Page | | 01/01/2014 31/01/2014 25/02/2014 2 | | |
| Contact: | TS SOLUTION CENTRE +00 (0) 1234 56789 | | | | | |
| Group No. | 0123 00 00bb00012345678 | | | GROUP ACCOUNT | | |
| Activity Deta | d | | | | | |
| Service Code | Service Description | Volume | Curr | Unit Price | Price Ch | arge for Service |
| 0123 0123 0123 0123 Total | ACCOUNT MAINTENANCE (1) AC STATEMENT PAPER (1) INTEREST STATEMENT PAPER (1) MT950 SWIFT REPORTING (1) ACCOUNT SERVICES | 22 17 17 22 | USD USD USD USD USD | XX.XX XX.XX XX.XX XX.XX | | XX.XX XX.XX XX.XX XX.XX |
| | IC PAYMENTS - URGENT | | 100000 | | | CONTRACTOR OF THE PARTY OF THE |
| 1234 1234 1234 1234 1234 1234 1234 1234 | UCCY PYMT EB STP (1) FICCY PYMT EB STP (1) FICCY PYMT EB REPAIR (1) UCCY PYMT EB REPAIR (1) UCCY PYMT MT103 STP (1) FICCY PYMT MT103 STP (1) BOOK TER OR EB STP (1) BOOK TER OR MT202 STP (1) SWIFT ADVICE TO BNF BANK (1) THIRD PARTY DIRECT DEBIT (1) ELECTRONIC PAYMENTS - URGENT | 4 64 1 1 3 88 47 30 47 | USD USD USD USD USD USD USD USD USD USD | XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX | | XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX |
| | IIC RECEIPTS - URGENT | | | | | |
| 1234 1234 1234 1234 1234 1234 Total | URGENT RECEIPT (1) URGENT DOMESTIC RECEIPT (1) MANUAL RECEIPTS (1) BOOK TRANSFER RECEIPTS (1) PSD RECEIPTS NON-COMPLIANT PSD RECEIPT REPAIR ELECTRONIC RECEIPTS - URGENT | 70 11 1 92 4 2 | USD USD USD USD USD USD USD | XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX | | XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX |
| | E BANKING | | | | | |
| 1234 1234 | ACCT MAINT (10 DAY HISTORY (1) INFO RPTG TRANSACTIONS REPTNG (1) | 70 400 | USD USD USD | XXXX | | XX.XX XX.XX |

| Group No. 0123 | 00 | | | | |
|---|----------|------------------------------------|---|---|--|
| Contact TS SOLUTION CE | VTRE 400 | 0 (0) 1234 56789 00600012345878 | | GROUP ACCOUNT | |
| ABC COMPANY LTD 33 WEST MADISON ST ROSEVILLE CONDON EN 2 2LS UNITED KINGDOM | | | From To Debit Value Date Paige | 01/01/2014 31/01/2014 25/02/2014 5 | |
| J.P.Morgan | | | 04/02/2014 bitting Statement Tax Registration Number Statement Reference Nor | 000-1234-56 Memour SEA & IMPO 0123-00-00000bb00012345875-12345678-12345678 | |

Group Activity Summary and Detail:

| I.P.Morga BC COMPA 3 WEST MAI OSEVILLE ONDON EN NITED KING | NY LTD DISON ST 2 2LS | | | | 04/02/2014 Billing Statement Tax Registration In Statement Reference Grouped From To Page | | | 00000bb0001 | SFA & IMRO 2345678-12345678-123456 | 778 | |
|---|--|-------------------------------------|------------------------------------|---------------------------------|---|----------------------------------|------------|-------------------------|---------------------------------------|---|--|
| Contact: | TS SOLUTION C | ENTRE +0 | 00 (0) 1234 56789 | | | | | | | | |
| Group No. Account No. | 0123 0123 | 00 01 | 00bb00012345678 00bb00012345678 | | | | GROUP ACCO | | | | |
| Total Charge | For Service This P | eriod | | | | xx.xx | | | | | |
| Total Tax | Amount | | | | | XX.XX | | | | | |
| ***Service Ch | narge Amouint in US | SD (DOLLA | R) | | | XX.XX | To Account | 0123 | 00bb00012345678 | | |
| Activity Sumr | mary | | | | | | | | | | |
| Service Type | Service Descripti | on | | Curr | C | sarge for Service | | Curr | | Charge for Service | |
| 00123 00456 00789 00123 | ACCOUNT SER ELECTRONIC R ELECTRONIC R EB - ONLINE BA Total | AYMENTS ECEIPTS | | USD USD USD USD USD | Total Charge for | XX.XX XX.XX XX.XX XX.XX | | USD | | XX.XX XX.XX | |
| | | | | | rotal Charge for | Services | | | | ^^.^^ | |
| Activity Deta | li | | | | | | | | | | |
| Service Code | Service Descript | ion | | | Volume | Curr | | Unit Price | Price ID | Charge for Service | |
| ACCOUNT S 0123 0456 | ACCOUNT MAIN AC STATEMEN INTEREST STAT MT950 SWIFT R | T PAPER (TEMENT PA TEPORTING | 1) APER (1) | | 1 | USD USD USD USD USD | | XX.XX XX.XX XX.XX | | XX.XX XX.XX XX.XX XX.XX XX.XX | |
| 0789 1234 Total | ACCOUNT SER | | | | | | | | | | |
| 1234 Total | C PAYMENTS - UR UCCY PYMT EB | GENT | | | 55 | USD | | XX.XX | | XX XX | |

Group Activity Detail (cont'd):

| LP Morgan BEC COMPANY LTD 3 WEST MADISON ST OSEVILLE ONDON EN 2 2LS INTEO KINGDOM | | | | BARD/DOTA Being Statement. Tax Registration in Statement Refere Groupped From To Debit Velue Deter Page | | 906-1234-56 Mamian 0123-00-0000cts000 01/01/2014 31/01/2014 25/02/2014 2 | 2345076 | |
|--|--|--|---|---|--------------------------|---|-------------|--|
| Contact: Group No. Account No. | TS SOLUTION C | 00 00 | 00 (0) 1234 56789 00b800012345678 00x800012345678 | | | GROUP ACCOUNT | | |
| Activity Detail | | -00 | EMANGE REPORTS | | | DUNNOGGUN | | |
| Service Code | Service Descripti | on | | Volume | Cur | Unit Price | Price ID | Charge for Service |
| 0123 0123 0123 0123 0123 75tal | FICCY PYMT MT BOOK TER DR E BOOK TER DR IN SWIFT ADVICE THIRD PARTY D ELECTRONIC P. | B STP (1) AT202 STP TO BNF BA IRECT DEI | (1) NK (1) B(T (1) | 3 55 35 23 35 | USD USD USD USD | XX.30X XX.30X XX.30X XX.30X | | XX.XX XX.XX XX.XX XX.XX XX.XX XX.XX |
| 1254 1234 1234 1234 Total | IC RECEIPTS - UR URGENT RECEI MANUAL RECEI BOOK TRANSFE ELECTRONIC R | PT (1) PTS (1) ER RECEIP | | 67 63 | USD USD USD USD | XX.XX XX.XX XX.XX | | XX XX XX XX XX XX |
| EB - ONLINE 1254 1234 Total | EBANKING ACCT MAINT (10 INFO RPTG TRA EB - ONLINE BA | NEACTION | | 285 | USD USD USD | XX.XX | | XX XX |
| (1) No local | VAT charged as lihe | services a | re exempt from VATes per Ar | 135(1)(d) of the new EU | VAT Directive | (2006/112/EC) | | |
| | Total Activity Cha | ines | | | USO | | | XX.XX |

Sub-account Transaction Detail:

| (Art. Sec. | | | | 04/02/2014 Billing Statement Tax Registration Number | 000-1334-56 Muretur 3F | A K IMPO | |
|---|--------------|---|---|--|------------------------------|---|---|
| LPMorgan | | | | Statement Reference Nor. | 0123-00-000000000001234 | 5679-12315679-1234667B | |
| ABC COMPANY LT 33 WEST MADISO ROSEVILLE | | | | Statement Agent of the five | o had on good time of hair | | |
| ONDON EN 2 2LS INITED KINGDON | | | | Account Number Page | on. 0000000012346678. 2 | | |
| Contact 15 | SOLUTION CE | VTRE =60 | (0) 1234 55789 | | | | |
| Group No. Account No. | 0123 0123 | 00 | 00bb00012345676 00bb00012345676 | | GROUP ACCOUNT DDA ACCOUNT | | |
| Transacton Detail | | | | | | | |
| Transaction | | JPMC: | | Customer | Volume | Transaction | Transaction |
| Date ELECTRONIC PAY DETAILS FOR 02/01/2014 02/01/2014 | | Refere | pi 001234567 001234567 | Reference 12345676AB123456 12345678AB123456 | tourie. | Amount 300,000,00 281,600,00 | USD USD |
| Date ELECTRONIC PAVI DETAILS FOR (2201/2014 (2201/2014 (2201/2014 (2201/2014 (2201/2014 (2201/2014 (2201/2014 (2201/2014 | | Refere (MT EB ST 000000 000000 000000 000000 000000 0000 | P ID01234567 001234607 001234507 001234507 001234567 001234567 | Reference 12346678AB1 23456 12346678AB1 23456 12346678AB1 23456 12346678AB1 23456 12346678AB1 23456 1234678AB1 23456 1234678AB1 23456 1234678AB1 23456 | Volume | 380,000,00 281,600,00 125,000,00 20,000,00 107,00 2,000,00 2,000,00 | USD USD USD USD USD USD USD |
| Date ELECTRONIC PAVI DETAILS FOR 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0201/2014 0501/2014 0501/2014 | | Refere PAT | P 001234567 001234567 001234567 001234567 001234567 001234567 001234567 001234567 001234567 | Reference 12345676AB123456 12345676AB123456 12345676AB123456 12345678AB123456 1234578AB123456 1234578AB123456 1234578AB123456 1234578AB123456 1234578AB123456 12345678AB123456 12345678AB123456 12345678AB123456 | Volume | 360,000,00 241,500,50 125,000,00 00,000,00 107,00 2,000,00 7,940,000,00 5,172,000,00 4,500,00 546,500,00 | USD |
| Date ELECTRONIC PAY DETAILS FOR (2201/2014 0201/2014 | | Refere ENT 000000 000000 000000 000000 000000 0000 | P 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 001234507 | Reference 12346676AB122496 12346676AB122456 12346676AB122456 12346676AB122456 12346676AB122456 12346676AB122456 12346676AB122456 1234676AB122456 | Volume | 360,000,00 241,000,00 125,006,00 20,000,00 20,000,00 2,000,00 2,000,00 2,000,00 5,172,000,00 4,030,00 50,000,00 1,730,00 | USD |
| Date ELECTRONIC PAY DETAILS FOR (201/2014 0201/2014 | | Refere ENT (MT EB ST 000000 000000 000000 000000 000000 0000 | P 001234967 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234667 001234867 001234867 001234867 001234867 001234867 001234867 001234867 | Reference 12346676AB 23496 1234676AB 23496 12346676AB 23496 | Vocarree | 3600,000,000 261,000,000 192,000,000 20,000,000 20,000,000 2,000,000 | USU |
| Date ELECTRONIC PAY DETAILS FOR 120 1/2014 | | Refere ENT //MT EB ST 000000 000000 000000 000000 000000 0000 | P IG01234597 | Reference 12346578AB1 234495 | Vocarree | 360,000,00 281,500,60 192,500,00 102,500,00 107,500 2,000,60 2,000,60 2,000,60 5,172,000,00 4,500,00 1,750,00 65,000,00 17,600,00 17,600,00 10,000,00 10,000,00 10,000,00 10,000,00 | USD |

Sub-account Transaction Detail (cont'd):

| J.P.Morgan | | | | 04/02/2014 Billing Statement Tax Registration Number | 000-1204-56 Member SF | A.S. IMRO | | |
|---|--------------|--|------------------------------------|--|-------------------------|--------------------------|-------------|-----|
| ABC COMPANY LT | 0 | | | Statement Reference Nor. | 0123-00-00000000001234 | 5678-12345076-12345076 | | |
| IS WEST MADISON ROSEVILLE JONDON EN 2 2LS INITED KINGDOM | IST | | | Account Number Page | 00 00bb60012545678 2 | | | |
| Contest TS S | OLUTION CE | NTRE +00 | (0) 1234 56769 | | | | | |
| Group No. Account No. | 0)23 0123 | 90 60 | 006600012345676 086600012345678 | | GROUP ACCOUNT | | | |
| Transacton Deta | | | | | | | | |
| Transaction Date | | JPMC Rafera | nóe | Dustamer Reference | Volume | Transaction Amount | Transaction | |
| 02/01/2014 | | | 001234567 | 12345678AB123466 | 1 | 68,000.00 | USO | |
| 02/01/2014 | | | 0001234567 0001234567 | 12345578AB123456 12345878AB123456 | 4 | 1,120,750.00 | USD | |
| 02/01/2014 | | | 0001234567 | 12345678AB125458 | i i | 40,000.00 | USD | |
| 02/01/2014 | | | 0001234567 | 12345578AB123456 | 1 | 3,487,000,00 | USD | |
| 02/01/2014 | | | 0001234567 | 12345578AB123456 12345578AB123456 | 2 | 1,632,000.00 | USD | |
| 03/01/2014 | | | 1001234567 | 12345678AB123456 | | 635,000 00 | USD | |
| 95/01/2014 | | 000000 | 0001234567 | 12345678AB123456 | | 1,051.00 | USD | |
| 06/01/2014 | | | 0001234567 | 12345678AB123456 | 1 | 1,463,000.00 | USD | |
| 07/01/2014 | | | 0001234567 0001234567 | 12345578AB123456 12345578AB123455 | 1 | 25,000.00 | USD | |
| 08/01/2014 | | 000000 | 0001234567 | 12345678AB123456 | | 3,489,000 00 | USD | |
| 06/01/2014 | | | 0001234567 | 12345578AB123456 | 1 | 3,765,000.00 | USD | |
| 08/01/2014 | | | 0001234567 | 12345578AB123456 12345678AB123456 | 1 | 1,617,000.00 6,500.00 | USD | |
| 08/01/2014 | | | 0001234567 | 12345578AB123455 | 1 | 6.175,500.00 | USD | |
| 09/01/2014 | | | 0001234567 | 12345678AB123456 | 1 | 21,100.00 | USD | |
| 10/01/2014 | | | 0001234567 0001234567 | 12345676AB123456 12345678AB123456 | 2 | 450,000.00 | USD | |
| 13/01/2014 | | | 001234567 | 12345678AB123456 | | 1,000,000.00 | USD | |
| 13/01/2014 | | 000000 | 0001234567 | 12345678AB123456 | 0 | 4,000.00 | JUSTO | - 8 |
| 13/01/2014 | | | 0001234567 | 12345578AB123456 12345578AB12S456 | 1 | 3,400.00 | USD | |
| 13/01/2014 | | | 0001234567 0001234567 | 12345678AB123456 | 1 | 35,000,00 | USD | 1 |
| DETAILS FOR | 234 FICCY P | and the state of t | | 12345578AB122456 | | | | |
| 02/01/2014 | | | 0001234567 | 12345578AB12S456 | 1 | 46,140.00 | USD | - 1 |
| DETAILS FOR | 1234 F/CCY P | | | 12345578A6123456 12345678AE123456 | | 24/2000 | View | |
| 02/01/2014 | | | 0001234567 | 12345578AB123456 | 1 | 39,000 00 | USD | |
| 02/01/2014 | | | 0001234567 | 101/123456/01234 | 1 | 665,000.00 | USD | |
| DETAILS FOR | 234 BOOK T | FR DR EB | TP | | 3/11 | - Colonia | 1825 | |
| 02/01/2014 | | el/Marketi | 0001234567 | 12345578AB123456 | Y | 8.071 14 | USD | |

2

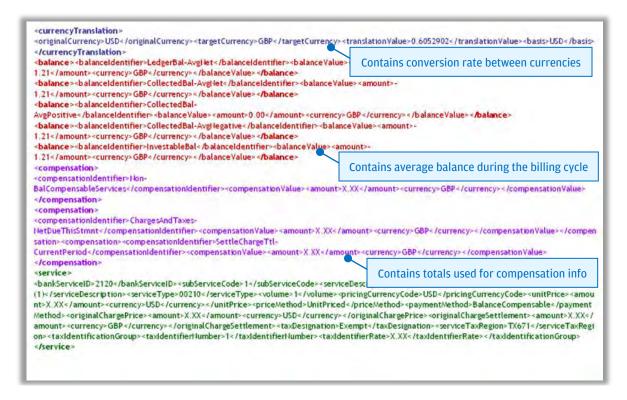
Billing Statements

Sample Billing Statement in BSB TWIST format

Billing Statement in BSB TWIST format is XML-based industry standard format for electronic bill and may be useful when billing information will be reconciled in company's financial system.

```
«?xml version="1.0" encoding="UTF-8" standalone="yes"?» <Twist xmlns="http://www.twiststandards.org/3.1/ElectronicBilling"</p>
 xmlns:ns2="http://www.w3.org/2000/09/xmldsig#"xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"xsi:type="ElectronicBillingMsg">
  <header xsi type="ResponseMessageHeader";</p>
   messageld>1231234567892013-12-01708:50:36.156-05:00 LEN 2014-01-03-05:00</messageld><inReplyTo>1234123456782013-12-01708:50:36.156-05:00 LEN 2014-01-03-05:00</messageld><inReplyTo>1234123456782013-12-01708:50:36.156-05:00 LEN 2014-01-03-05:00</messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld></messageld><messageld></messageld></messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld</messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><messageld><mess
05:00 L EN 2014-01-03-05:00</inReplyTo><sentBy id="_123 BANK
NAME_N_A_"><typedPartyId><partyId>123</partyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>cpartyId>c
27T08:50:38.533-05:00</creationTimestamp>
   </header>
                                                                                                                                                                                                                                                                    Contains sender info, unique message ID and time
  <electronicStatement>
   «statementHeader»
  <stmtSender :
   orgid>orgidType>SW</orgidType><orgidHum>CHASGB2L</orgidHum></orgid><name>BAHK NAME, N.A.</name><legalHame>BANK NAME,
 H.A.</legalHame><contactInfo><postAddress><addressLine>125 ABC
STREET < / address Line > < city > London < / city > < country Sub Division > < name > England < / name > < / country Sub Division > < country > GB < / country > Co
1AB</postCode></postAddress></contactinfo>
   </stmtSender>
                                                                                                                                                                                                                                                                                   Contains sender's name and contact info
  <stmtReceiver :
   name>ABC CLIENT</name><legalName>ABC CLIENT LEGAL NAME</legalName><contactInfo><postAddress><city>NEW
 YORK</city><country>US</country></postAddress></contactInfo>
                                                                                                                                                                                                                                                                                                Contains receiver's name and contact info
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BSB TWIST format (cont'd):



BSB TWIST format (cont'd):

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| Last modified: July 2014 |
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