

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH JPMORGAN CHASE BANK, N.A.**

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of April, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and JPMORGAN CHASE BANK, N.A., a national banking association ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for banking services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Banking Services") and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the banking services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Standard of Care. All Banking Services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standard of ordinary care, as defined in the Uniform Commercial Code. Consultant agrees that its performance of Banking Services under this Agreement will be in compliance with all applicable laws binding upon it. Consultant agrees that it will notify the City of any changes in applicable laws that materially interfere with the ability of Consultant to perform the Banking Services in accordance with the terms of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all work in accordance with the requirements of this Agreement. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Laws. Consultant agrees that it shall perform the Banking Services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the Banking Services required under this Agreement and binding upon Consultant with respect to its employment of employees within jurisdictions for which such laws apply. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's failure to comply with the above.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. Except as provided below, the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. Consultant may assign this Agreement without the prior written consent of City to a successor in interest in connection with a merger, reorganization, consolidation, or a disposition of a particular business to which this Agreement relates, and may assign this Agreement to an affiliate or subsidiary. In the event of such an assignment, Consultant shall notify City, and, in the event that a public disclosure is made with respect to any such merger, reorganization, consolidation, or disposition of a particular business relating to this Agreement, in advance of such occurrence, Consultant shall endeavor to ensure that City is contemporaneously made aware of such public notice, and City shall have the right to immediately terminate this Agreement. For all purposes under this Agreement, inclusive of all attachments hereto and documents incorporated herein, "subcontractor" and "subcontract" shall refer to a third party or an agreement with such third party, if any and as applicable, engaged by Consultant to specifically aid in the performance of its obligations under this Agreement, but shall not include any third party engaged by Consultant, from time to time, in the performance of certain operational, technological, incidental, or back office functions that assist Consultant in its performance of services, on a common basis, for all or most of its customers utilizing such services, such latter category of third parties being referred to as Third Party Service Providers. Consultant will obtain prior consent to its use of any subcontractors in the performance of Banking Services, to the extent and in the manner required under this Agreement, but shall not

be required to notify or obtain written consent from the City or any other person to its engagement of Third Party Service Providers.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Except as otherwise required by law or as necessary to perform the Banking Services (including, but not limited to, submission of negotiable instruments, ACH items and files, wires, etc. to other financial institutions for payment, credit or deposit), Consultant shall not disclose proprietary financial, accounting, or statistical data of the City or personal data of individuals and employees, that, in each case have been provided to Consultant by City. Upon termination of this Agreement, Consultant shall provide data relative to City's accounts with Consultant and Banking Services to City and/or its successor banking services provider as is necessary to successfully migrate Banking Services to such successor provider. Consultant shall be entitled to retain all data and transactional records relating to City's accounts in accordance with Consultant's standard retention period for such records. Consultant's covenant and entitlement to retain records under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with Exhibit B. Subject to adjustments in the maximum annual and total amount over the course of the Agreement due to volumes and usages exceeding forecasted usage, in the manner set forth below, Consultant's total compensation for the first three years of the initial five-year term shall not exceed Seventy-Five Thousand Six Hundred Dollars (\$75,600.00), which equates to Twenty-Five Thousand Two Hundred Dollars (\$25,200.00) per annum. Thereafter, Consultant's fees for the remaining two years of the initial term, and for each annual extension thereof, shall be as mutually agreed between the parties. Consultant shall provide notice to City of its proposed fee adjustments at least sixty (60) days prior to the expiration of the the third, fifth, and sixth years. If the parties are unable to agree to fee adjustments, either party may terminate this Agreement pursuant to Sections 4.2 and 4.4 of this Agreement. The parties recognize and agree that the maximum compensation amount set forth above is based upon the existing fee schedule, set forth in Exhibit B, for certain transactions and services multiplied by projected volumes of transactions and usage of Banking Services contemplated by the City. In the event that the volumes and usages exceed such estimated amounts, City and Consultant agree to negotiate in good faith an increase in the maximum compensation amount, and a corresponding amendment to this Agreement, based upon updated volume and usage projections. If either party cannot agree to an increase in the maximum compensation amount, either party may terminate this Agreement pursuant to Sections 4.2 and 4.4 of this Agreement.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the City Contact, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoices shall be based on the total of all Consultant's Banking Services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice not later than the fifteenth day of the month following the month in which Banking Services were provided and will be paid through an automatic debit to

the City's designated depository account. Each invoice shall describe, in detail, the services performed and the date of performance, and may be in the form of an account analysis statement. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of the City's accounts with Consultant and amounts charged by Consultant for Banking Services shall be maintained in accordance with applicable banking regulations and non-pre-empted requirements of Articles 3 and 4 of the Uniform Commercial Code and shall be made available to City or its City Contact for inspection and/or audit at mutually convenient times and locations from the Effective Date until three years after termination of this Agreement, subject to Consultant's standard retention periods for such records. Consultant shall be under no obligation to provide any records relating to any other customer accounts, nor any internal audits or external audit reports (except as the same may have been made publicly available through SEC filings of Consultant's parent company), bank examination reports, or other reports or filings that Consultant is prohibited by law from disclosing to third parties.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Banking Services to be performed pursuant to this Agreement shall commence on April 15, 2016. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of (sixty) 60 months, ending on April 7, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City shall have the option to extend this Agreement for two (2) additional one (1) year periods, subject to agreement of Consultant.

4.2. Notice of Termination by the City. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and Banking Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be at the rates for such services provided under the pricing schedule, as and if adjusted pursuant to the terms of this Agreement.

4.4 Termination of Services by Consultant. Consultant reserves the right to cancel or terminate any of the Banking Services or the City's accounts, without cause, upon not less than ninety (90) days prior written notice to the City. In the case of a closure of an account, all Banking Services in connection with such account will automatically terminate as of the account closure date. In the event that all Banking Services are cancelled or terminated and all accounts of the City are closed by Consultant, Consultant will provide a final invoice, on the next billing cycle date, in the form of an account analysis statement, reflecting all account balances and Banking Service fees payable, net of application of earnings credits.

4.5 Cancellation Fees. No cancellation fees shall be charged to City for termination of Banking Services or accounts by either party.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company permitted to do business in California, rated "A – (minus)," Class VIII or better in the most recent A.M. Best's Key Insurance Rating Guide:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Bankers Professional Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said liability insurance during the life of this Agreement.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities

performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) As practicable, Consultant shall provide City thirty (30) days' written notice prior to its policy being terminated, suspended, voided, cancelled, or coverage or limits reduced but only if reduction results in Consultant being in breach. If Consultant is unable to give 30 days' written notice of such changes, Consultant shall provide City written notice immediately upon learning of such changes to its policy.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's Commercial General Liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, utilizing an ACCORD form, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.4. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement/Order of Precedence. This Agreement, inclusive of all Exhibits and documents incorporated herein, constitutes the entire understanding between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. In the event of any conflict between these documents, the following order of precedence shall apply, with each listed document taking precedence and superseding those documents that follow it in the list below:

- This executed Agreement, without exhibits (the "Agreement in Chief").
- Consultant's Proposal attached hereto as Exhibit B (inclusive of all exhibits thereto except Consultant's Account and Service Terms).
- The City's RFP for Banking Services, attached hereto as Exhibit A.

- Consultant's Account Terms, attached hereto as Exhibit "C" and incorporated by this reference.
- Consultant's Service Terms, attached hereto as part of Exhibit B.

6.2. Representatives. The City CEO or his or her designee shall be the authorized representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate an authorized representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Party Contacts. City shall designate a City Contact to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Relationship Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Relationship Manager shall attend and assist in all coordination meetings called by City, as necessary for the successful implementation of the Banking Services.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular First Class United States Postal Service.

IF TO CONSULTANT:

JP Morgan Chase Bank
3 Park Plaza, Floor 9
Irvine, CA 92614
Tel: (949) 833-4061
Fax: (949) 833-4737
Attn: Kerwin P. Deese

With a courtesy copy to:

JPMorgan Chase Bank, N.A.
1100 Fannin, 10th Floor
Houston, TX 77077
Attn: Legal Department

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5219
Fax: (714) 754-5040
Attn: Colleen O'Donoghue

With a courtesy copy to:

City of Costa Mesa
77 Fair Drive, 5th Floor
Costa Mesa, CA 92626
Attn: City Attorney's Office

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace consistent with its Alcohol-Free and Drug-Free Workplace policy, incorporated within its Code of Conduct, which is applicable to all of its employees, directors, and officers. A copy of Consultant's current Alcohol-Free and Drug-Free Workplace Policy is attached hereto as Exhibit "E" and incorporated by this reference. Consultant's Code of Conduct includes, but is not

limited to, restrictions under Section 19 of the Financial Institution Reform and Recovery Act ("FIRREA") wherein no individual can be involved in a position of influence or control of the management or affairs of an insured institution if that individual has a conviction for a criminal offense involving breach of trust, crime of dishonesty, money laundering, embezzlement, fraud, theft, criminal conspiracy or the sale, distribution, manufacture of or trafficking in controlled drugs and substances (each, a "FIRREA Crime"). In addition to the prohibitions against employing those convicted of a FIRREA Crime, Consultant's policy does not permit the employment of persons convicted of certain other drug-related offenses. Consultant's policy prohibits the manufacturing, distributing, possessing, selling or attempting to sell, receiving, or using illegal drugs, including drug paraphernalia, being under the influence of the illegal drugs or abusing controlled substances while on company property or while conducting company business. Violations are subject to disciplinary action, including termination of employment. This policy is referenced in Consultant's Code of Conduct which is affirmed by its employees annually.

6.6. Attorneys' Fees and Costs. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party, all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws, except to the extent that California law is pre-empted by federal law, in which case, the latter shall control. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent directly caused by the breach of this Agreement by Consultant, its employees, and agents (collectively, "Consultant Parties"), and/or the negligence or willful misconduct of Consultant Parties. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits caused by the negligence or willful misconduct of the City. Consultant's liability under this Section 6.8 shall not exceed, in the aggregate, an amount equal to two (2) times the average annual compensation paid or payable to Consultant (gross of any earnings credits) under this Agreement.

This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect, provided that City shall be liable for reimbursement of all costs incurred by Consultant arising from City's breach of any originator, sender, depositor, or drawer obligations or warranties under the Uniform Commercial Code, funds transfer systems, and/or clearinghouse rules (including, without limitation, dishonored items deposited into the account, unauthorized ACH entries to other persons' accounts, or transactions initiated by City that are illegal under sanctions and other applicable law).

6.9. Independent Contractor. Consultant is, and shall be acting at all times, as an independent contractor and not as an employee of City. Consultant shall have no power to

incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable workers' compensation laws. City shall have the right to withhold from the amount of any fees and/or fines due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.9, to the extent that such reimbursement is not disputed by Consultant or is otherwise finally adjudicated to be owed by Consultant.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant that is a member of the Consultant's relationship team assigned to this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant, or such relationship team member, as applicable, shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or such relationship team member, while such person is employed as a relationship team member for purposes of this Agreement, and for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors designated as members of Consultant's relationship team for purposes of this Agreement shall not, while serving in such capacity, qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, as a consequence of serving in the capacity of a relationship team member, and for such period of time that they serve in such capacity, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or Banking Services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential

all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Conflict of Interest. Consultant's officers, employees, associates and subconsultants, if any, designated as members of Consultant's relationship team, for purposes of this Agreement, will comply with all conflict of interest statutes of the State of California applicable to Consultant's Banking Services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090 if and to the extent applicable to the foregoing as a consequence of its or their respective performance of Banking Services under this Agreement. During the term of this Agreement, such relationship team members shall not, without the prior written approval of the authorized City representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of such relationship team members from a decision under this Agreement pursuant to a conflict of interest statute. The Banking Services contemplated under this Agreement are in the nature of non-discretionary banking services. JPMorgan Chase Bank, N.A., notwithstanding reference to it in this Agreement as "Consultant," is not exercising any decision-making on behalf of the City, nor is it undertaking any tasks involving recommending any course of action or judgment on behalf of the City and, accordingly, does not believe that the conflict of interest rules applicable under the Political Reform Act apply to it, in the performance of Banking Services under this Agreement.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any Banking Services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all services necessary to rectify and correct the matter to the reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of City in the capacity of a relationship team member while this Agreement is in effect.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof

favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA

[Redacted Signature] _____
Chief Executive Officer

Date: 4/4/16

CONSULTANT

[Redacted Signature] _____
Signature

Date: April 12, 2016

Kerwin P. Deese, Vice President
Name and Title

FDIC Cert. No.: [Redacted]
Federal Reserve ID: [Redacted]
Fed Resrv ID (Bank Holding Co.): [Redacted]
OCC Charter No.: [Redacted]

[Redacted] _____
Taxpayer ID Number

ATTEST:

[Redacted Signature] _____
City Clerk



APPROVED AS TO FORM:

[Redacted Signature] _____
City Attorney

Date: 04/14/16

APPROVED AS TO INSURANCE:

[Redacted Signature] _____
Risk Management

Date: 4/13/16

APPROVED AS TO CONTENT:



City Contact

Date: 4/12/16

APPROVED AS TO TRANSACTION:


_____ *JM*

Interim Finance Director

Date: 4.13.16

EXHIBIT A
REQUEST FOR PROPOSALS

BANKING SERVICES AND MERCHANT SERVICES

REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Banking Services and Merchant Services. The term is expected to be for five (5) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer's submission. The proposer may respond to one or both service components under this RFP. Each service component must be priced separately.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$109 million and a total of over \$114 million of fiscal year 2014-2015.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	Wednesday, November 4, 2015
Pre-Proposal Meeting (Non-Mandatory)	Friday, November 13, 2015 at 10:30 a.m.
Deadline for Written Questions	Tuesday, November 17, 2015
Responses to Questions Posted on Web	Friday, November 20, 2015
Proposals are Due (City Clerk's Office)	Monday, December 14, 2015 at 10:00 a.m.
Interview (if held)	Week of January 11, 2016
Approval of Contract	February 2, 2016 City Council Meeting

- *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?
 - *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.
 - *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.
- **Tab C – References.** Please provide three references that are of similar size and scope of service utilization as the City. Include the following information for each reference:
 - Contact name and title
 - Name of the public agency
 - Telephone number and e-mail address
 - Number of years as customer and services provided
 - **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.
 - What types of securities are used as collateral? Can the City select the type of collateral used?
 - Which bank department is responsible for tracking deposits and monitoring collateral?
 - What is the bank’s current level (\$ amount) of California public funds deposits and the related collateral?
 - What is the frequency of reporting to the State Treasurer’s Office?

- **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

- **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.
- 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.
- 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.

- **Tab H – Wire and Other Transfers.** Please describe the financial institution’s on-line transfer service capability and what specifically is

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.
 - What are the current computer hardware and software specifications for the financial institution's on-line system?
 - At what time (Pacific Standard Time) is prior day information available? Can the City obtain current day information?
 - 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.
 - Can the reports be customized for the end-user or exported to Excel?
 - What types of security measures are in place? How is the assignment of user I.D.'s and passwords managed?
 - What is the bank's contingency plan for providing this information if the event of unexpected bank system problems or natural disasters?
 - Does the bank offer electronic delivery of statements, reports and notices?
- **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.
 - Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?
 - **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.
 - 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?
 - Please provide a detailed time line schedule and applicable charges for the conversion plan.
 - 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.
 - **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

4. SCOPE OF WORK - MERCHANT SERVICES

a. Summary

The City currently accepts Visa and MasterCard payments approximating \$88,000 or 300 transactions each month. The City has two merchant locations accepting payments for City services such as animal license fees, business license fees, permits, plan checks, false alarm billing, jail booking fees, etc. Payments are accepted over-the-counter and by mail. We do not accept credit card payments over the phone. The City prefers a single point of contact for technical issues, configuration changes, upgrades, maintenance and troubleshooting for any merchant bankcard issues.

b. Proposal to include the following tabs:

- **Tab A – Table of Contents**
- **Tab B – Organization and General Information.** Please provide the following in this section:
 - Describe your firm’s Merchant Bankcard and Point-of-Sale processing capabilities.
 - Include an organization chart of the Merchant Bankcard Service Department showing the position of the Department within the firm’s structure.
 - Describe your customer service standards for Merchant Bankcard processing and review. Do you have a quality management program? How do you measure customer satisfaction?
- **Tab C – Bankcard Transaction Processing**
 - What is the settlement cutoff time for card transactions?
 - When and how will the City receive funds for each day’s transactions? Is settlement by ACH or Fed wire? Are settlement amounts listed separately on the bank statement or will they appear as one lump sum? Will your firm break out amounts by merchant locations/payment types?
 - Describe your online reporting capabilities. What types of report are available to view merchant card transactions? Can the user create custom reports? Please provide sample reports.
 - How are adjustments and charge backs handled? How is the City notified of charge backs? Are charge backs and other debit adjustments netted with daily proceeds or debited separately? Is the discount fee refunded when a charge back or refund occurred?
- **Tab D – Fees.** Please complete per form shown in Exhibit B. In addition to submitting with proposal responses, this form **must also** be submitted in Excel format with the proposal package. Please provide the (“Interchange

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 14, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

(1) Vendor Application Form

(2) Ex Parte Communications Certificate

(2) Price Proposal Form

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

6. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

7. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel---25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services---25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal---25%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ---25%

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's

proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

11. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP

15. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.



REQUEST FOR PROPOSAL
16-09 BANKING SERVICES
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL SOLE PROPRIETORSHIP

PARTNERSHIP UNINCORPORATED ASSOCIATION

APPENDIX B

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services,

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

Shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT C
FEE SCHEDULE

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after November 4, 2015.

OR

I certify that Proposer or Proposer's representatives have communicated after November 4, 2015 with a City Councilmember concerning the 16-09 Banking Services RFP. A copy of all such communications is attached to this form for public distribution.

PRICING PROPOSAL FORM

16-09 BANKING SERVICES

Provide estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 and 4 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

See Exhibit A and Exhibit B

Vault Deposit	4			
Vault Deposit-Extended Hours	18			
PAPER DISBURSEMENT SERVICES				
ARP Positive Pay Notify	182			
ARP PPAY Input File-Trans	6			
ARP PPAY MAINT-NO RECON	1			
ARP PPAY NONRECON INPUT ITEM	1099			
CD ROM DISK	1			
CD ROM MAINTENANCE	1			
CD ROM PER IMAGE	934			
General Checks Paid Truncated	934			
IMAGE RETRIEVAL CPO	5			
Stop Pay Automated<= 12 months	2			
GENERAL ACH SERVICES				
ACH Blocks Auth Instructions	3			
ACH Blocks Auth Maintenance	1			
ACH Consumer Off US Credits	1546			
ACH Consumer On US Credits	258			
ACH Credit Received Item	87			
ACH Debit Received Item	60			
ACH Input-File	6			
ACH Monthly Maintenance	1			
ACH Notify of Change (NOC)	1			
ACH Optional Reports-Mail	18			
ACH Return Item	1			
ACH Standard Reports - Mail	2			
Express Tax Fax Receipt	4			

CITY OF COSTA MESA
EXHIBIT B - MERCHANT CARD SERVICES BID FORM
 (Mark Clearly if "No Proposal" or "Contracted to a Third Party")

	Your Unit Price \$					Estimated Yearly Cost \$					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	5 Years
Fees per Transaction											
Authorization/EDC Fee - Visa (Credit and Non-PIN Debit)											
Authorization/EDC Fee - MasterCard (Credit and Non-PIN Debit)											
Chargebacks - Visa/MC											
Other Fees (Please provide description and unit prices)											
Subtotal All Fees per Transaction											
Monthly Fees											
Monthly Service Fee											
Paper Statement Fee											
Internet Service Fee											
Other Fees (Please provide description and unit prices)											
Subtotal Monthly Fees											
Annual Fee											
Annual Fee											
Other Fees (Please provide description and unit prices)											
Subtotal Annual Fees											
Other											
Other Fees (Please provide description and unit prices)											
Subtotal Other Fees											
Total All Fees											

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

EXHIBIT B
CONSULTANT'S PROPOSAL

City of Costa Mesa

Proposal in Response to Banking Services RFP

Due: December 4, 2015

JPMorgan Chase Bank, N.A.

Prepared by:

Kerwin P. Deese
3 Park Plaza
Floor 9, Irvine, California 92614
(949) 833-4061

kerwin.p.deese@jpmorgan.com

Tab A – Table of Contents

Vendor Application Form and Cover Letter..... ii

Tab A – Table of Contentsvii

Tab B – Bank Services to Public Sector 1

Tab C – References 8

Tab D – Collateralization of Deposits 10

Tab E – Deposit Compensation 12

Tab F – Demand Deposit Accounts 15

Tab G – Automated Clearing House (ACH) Services 16

Tab H – Wire and Other Transfers 18

Tab I – Deposit Transmittal Process 22

Tab J – Payroll Tax Processing 26

Tab K – Interagency Activity/LAIF Transfers 27

Tab L – Balance and Detail Reporting..... 29

Tab M – Daylight Overdraft Protection 36

Tab N – Conversion Plan 37

Tab O – Business Continuity Plan..... 40

Tab P – Banking Services Bid Form 42

Tab Q – Sample Reports to Submit..... 48

Tab R – Relevant Contract, Agreements and Statements to Submit49

Tab S – Financial Statements and Ratings 50

**Tab T – Sample City Agreement, Mandatory Insurance Requirements
..... 52**

Tab U – Service Enhancement and Industry Best Practices 53

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: same-day 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.

Banking Services Proposal to City of Costa Mesa

- **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.

Banking Services Proposal to City of Costa Mesa

Beth Davidson



Role	Treasury Management Officer
Address	3 Park Plaza, Floor 9 Irvine, CA 92614
Phone	(949) 833-6637
Fax	(949) 833-4737
Email	elizabeth.l.davidson@jpmorgan.com

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.

Banking Services Proposal to City of Costa Mesa

- *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.)

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

Banking Services Proposal to City of Costa Mesa

- *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.

Banking Services Proposal to City of Costa Mesa

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.

Banking Services Proposal to City of Costa Mesa

- *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.

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 reconciliation.

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

Banking Services Proposal to City of Costa Mesa

- 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 includes 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.

Banking Services Proposal to City of Costa Mesa

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 Costa Mesa, CA 92626	Mon-Fri 9:00 - 6:00 Sat 9:00 - 4:00
Newport Blvd and 17th Street	105 E 17th St Costa Mesa, CA 92627	Mon-Fri 9:00 - 6:00 Sat 9:00 - 4:00
Irvine and 17th	1000 Irvine Ave Newport Beach, CA 92660	Mon-Fri 9:00 - 6:00 Sat 9:00 - 4:00
MacArthur Fairview	2781 W MacArthur Blvd, Ste F-1 Santa Ana, CA 92704	Mon-Fri 9:00 - 6:00 Sat 9:00 - 4:00
South Coast	3600 S Bristol St Santa Ana, CA 92704	Mon-Fri 9:00 - 6:00 Sat 9:00 - 4:00

Banking Services Proposal to City of Costa Mesa

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 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.

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.

Banking Services Proposal to City of Costa Mesa

- 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 sign-on 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.

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.

Banking Services Proposal to City of Costa Mesa

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 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.

The Implementation Process

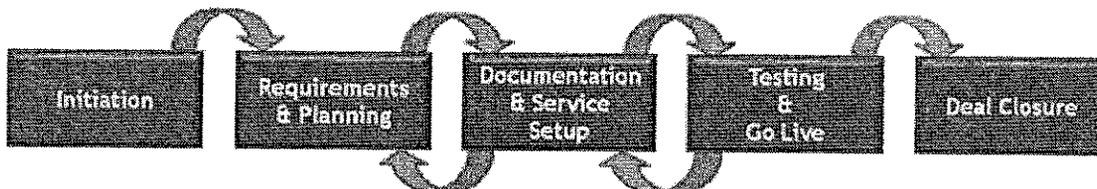


Figure 1

Banking Services Proposal to City of Costa Mesa

- 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.

Banking Services Proposal to City of Costa Mesa

- *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.

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-Depository+Master Maint	1	10	10	120
ZBA-Subsidiary Account Maint	1	5	5	60
DEPOSITORY SERVICES				
Banking Center Deposit	19	3	57	684
CKS Dep Un-Encoded Items	2248	0.25	562	6744
CURR/COIN DEP/\$100-BKG CTR	1	0.003	0.003	0.036
Curr/Coin Dep/\$100-VLT (Charges per \$1,000)	279	1	279	3348
Deposit Correction-Non-Cash	2	5	10	120
MAIL NOTIFICATION-RECEIPT-VLT	22		0	0
RETURN SINGLE ITEM ADV	5		0	0
Returns-Chargeback	5	7	35	420
Returns-Reclear	8	5	40	480
Vault Deposit	4	1	4	48
Vault Deposit-Extended Hours	18	0	0	0
PAPER DISBURSEMENT SERVICES				
ARP Positive Pay Notify	182	0	0	0
ARP PPAY Input File-Trans	6	10	60	720
ARP PPAY MAINT-NO RECON	1	15	15	180
ARP PPAY NONRECON INPUT ITEM	1099	0.07	76.93	923.16
CD ROM DISK	1	20	20	240
CD ROM MAINTENANCE	1	10	10	120
CD ROM PER IMAGE	934	0.02	18.68	224.16
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	180
ACH Notify of Change (NOC)	1	1	1	12
ACH Optional Reports-Mail	18	10	180	2160
ACH Return Item	1	2	2	24
ACH Standard Reports - Mail	2	10	20	240

Service Description	Unit 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	\$30.0000
ELECTRONIC CHECK DEBIT REPAIR	\$40.0000
** ELECTRONIC LINESHEET SET-UP	\$0.0000
REPETITIVE INSTRUCTION STORAGE	\$0.0000
BOOK CREDIT	\$2.0000
FED CREDIT S/T	\$4.0000
FED CREDIT REPAIR	\$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	
FULL RECONCILEMENT - PER ITEM	\$0.0800
FULL RECONCILEMENT - MAINT	\$75.0000
PARTIAL RECONCILEMENT - MAINT	\$60.0000
PARTIAL RECONCILIATION-PER ITM	\$0.0700
PAYEE NAME VERIFICATION	\$0.0150

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 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	A	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

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 mark-up 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.

Banking Services Proposal to City of Costa Mesa

- 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.

Image Deposit Direct Workflow



Figure 2

Image Deposit Direct Process Flow

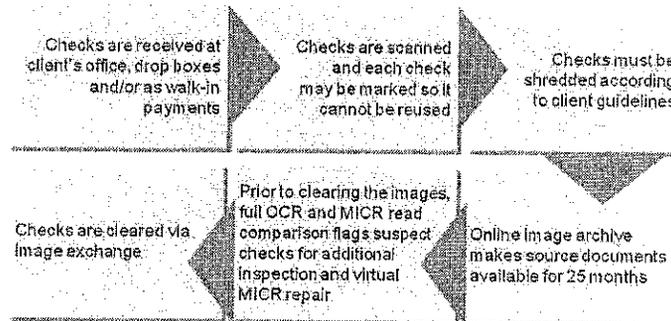


Figure 3

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.

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.

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 1.
Sample Account Terms and Agreements

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.
- 3.2 **Availability of Funds; Credits Not Received.** Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.
- 3.3 **Collection Basis Processing.** If an Item is processed by the Bank on a collection basis, the Bank may defer credit 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 presentation 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.

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

6.3 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 balances, 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.

8.1 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; (v) to the auditors of the Customer; (v) to the Bank's or its affiliates' or the

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.

15.1 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.

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

15.4 Commissions and Rebates. In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law.

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

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.

SAMPLE

- 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 Internet Gambling. 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 Cashing Items. 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 Signatures. 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, altered, 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 Negotiation Outside of U.S. 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

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.
- 15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account 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 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the 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

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 fifth 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.

SAMPLE

Certificate Regarding Accounts

V 1.5_09_27_10

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)	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (including Limited Liability Partnership) <input type="checkbox"/> Business Trust (under Delaware or Massachusetts law only) <input type="checkbox"/> Joint Venture <input type="checkbox"/> Governmental Entity (specify type): _____ <input type="checkbox"/> 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.

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	_____ Certifying Signature
_____ Print Name:	_____ Print Name:
_____ Capacity/Title	_____ Capacity/Title
_____ E-Mail Address	_____ E-Mail Address
_____ Phone Number	_____ Phone Number
Executed this _____ day of _____	

SAMPLE

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.
4. **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

1. **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.**
2. **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.

3. **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)

6. **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	<ul style="list-style-type: none"> • 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

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)
(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 Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Organization, if applicable, this _____ Day of _____ 20__.

By: _____
 Signature

 Print Name

 Title

By: _____
 Signature

 Print Name

 Title

Customer Name: TEST CUSTOMER			
Account Title :		Tax ID Number: 232342342	Card __ of __
Account Number(s):		Telephone Number:	Date: 7/23/2015

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual		SAMPLE
OR		
<input type="checkbox"/> Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
<input type="checkbox"/> Manual		SAMPLE
OR		
<input type="checkbox"/> Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
<input type="checkbox"/> Manual		SAMPLE
OR		
<input type="checkbox"/> Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
<input type="checkbox"/> Manual		SAMPLE
OR		
<input type="checkbox"/> Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
<input type="checkbox"/> Manual		SAMPLE
OR		
<input type="checkbox"/> Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	

- 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-ACH Eligible 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 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).

ACH Debit Block & ACH Transaction Review Service Terms

V1.1_10_01_12

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 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, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

3. **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.

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.

SAMPLE

5. Customer Warranties

The Customer represents and warrants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; 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 Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such Authorized 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. Authorized 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:

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 conveniens 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.

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-resentation.** 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-resentation.
- 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.

VIRTUAL REMIT LOCKBOX SERVICES

V1.2_03_18_13

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 deposit 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.

COIN & CURRENCY SERVICE TERMS

V1.3_10_25_13

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. In 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.

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.

SAMPLE

7. Over the Counter Presentation.

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.

SAMPLE

CHECK PRINT SERVICE TERMS

V1.8_05_22_14

- 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.

Check Returns Image Direct Service Terms

v 1.0_03_07_11

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 COMMERCIALY 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.**

SAMPLE

- 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.

5. 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 breaches 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.
- c. **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.

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 MAINTENANCE 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.

SAMPLE

**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 Account Owner and Tax I.D. (if applicable):		Master Customer Account Name		Is the Master Customer Account Owner same as the Agent on this set up?	YES <input type="checkbox"/>
Master Customer Account Number ¹		Master Customer Account Location		**Name and Tax I.D. of Legal Entity as Agent if different than the Master Customer Account Owner	NO <input type="checkbox"/>

CUSTOMER ACCOUNT INFORMATION AND TRANSFER OPTIONS						
		Account 1	Account 2	Account 3	Account 4	Account 5*
Customer Account Number ²						
Customer Account Owner Legal Name:						
Customer Account Tax I.D. ³						
Customer Account Location ⁴						
Transfer Options	ZBA Setup ⁵					
	Transfer Type ⁶					
	Target Balance ⁷					
	Balance Type ⁸					
	Frequency ⁹					
	Transfer Time ¹⁰					
	Return of Funds ¹¹					
	Overdraft Allowed ¹²					
	Back Value Option ¹³					
Comments/Other ¹⁴						
InterCompany Reporting Options	InterCompany Reporting Service ¹⁵					
	Debit Base Rate Index +/- Spread ¹⁶					
	Credit Base Rate Index +/- Spread ¹⁶					
	Starting Balance ¹⁷					
	Debit Post Option ¹⁸					
	Credit Post Option ¹⁸					
	Comments/Other ¹⁹					

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.
- Customer Account:** Accounts that are included in the cash concentration structure, and are also known as sub accounts, child accounts or participating accounts.
- 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 DE next to tax ID (i.e. 123456789DE)

Signature Instructions:

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

Customer

By: _____
Signature

Print Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

By: _____
Signature

Print Name: _____

Title: _____

SAMPLE

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.

6. **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 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

- (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

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 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

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

Effective Date:

Customer Name:	TEST CUSTOMER
DDA Name:	
DDA No.:	
Tax Payer ID Number:	232342342
Sub-Account Number	

Investment Vehicles:

(Check Desired Investment Vehicle)

Fed Funds Investment Vehicle	<input type="checkbox"/>
London Investment Vehicle	<input type="checkbox"/>
Repo Investment Vehicle*	<input type="checkbox"/>
IBF Investment Vehicle	<input type="checkbox"/>
London/Repo Investment Vehicle*	<input type="checkbox"/>

*By selecting the Repo Investment Vehicle, 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 15c1-1 et seq.) (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.

Sweep Parameters:

(Insert Applicable Amounts)

Target Balance	
Minimum Investment	
Sweep Increment	
Investment Cap	

Tier Structure:

(Insert Applicable Amounts)

Non-Tiered	<input type="checkbox"/>
Step Tiers	<input type="checkbox"/>
Full Balance Tiers	<input type="checkbox"/>
Tier 1	\$ to \$
Tier 2	\$ to \$
Tier 3	\$ to \$
Tier 4	\$ to \$
Tier 5	\$ to \$

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 of 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;

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.

**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 #160
- 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 or 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

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 Funds; 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 (iii) 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 good will 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.
- (l) 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.

J.P.Morgan

Availability Schedule

January-15

CHECK AVAILABILITY SCHEDULE

Routing Transit Number(s)	Description	Availability
See "On-U.s." List	On Us	1
See "On-U.s. Control Disbursement" List	On Us Control Disbursement	1
0000-0020, 0119, 0800	Postal Money Orders	1
0000-0050, 0051	U.S. Treasury Warrants	1
0000-9000	Savings Bonds	1
All Others	Domestic Institutions	2

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J.P.Morgan

Availability Schedule

January-15

Corporate IDD 601

Availability is shown in Current Day Cycle

Routing Transit Number(s)	Description	Deadline*	Avl	Fraction
See "On-Ups" Tab	On Us	10:00 PM	1	100%
See "On-Ups" Tab	On Us Controlled Disbursement	10:00 PM	1	100%
0000-0020, 0119, 0800	Postal Money Orders	10:00 PM	1	100%
0000-0050, 0051	US Treasury	10:00 PM	1	100%
0000-9000	Savings Bonds	10:00 PM	1	100%
All Others	Domestic Institutions	10:00 PM	1	70%

*Deadlines are Eastern Standard Time

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Attachment 3.

**J.P. Morgan ACCESS Online Hardware and
Software Specifications**

Global Trade Transactions	✓	✓	✓	✓	✓	✓	✓	✓	
Host-to-Host Online†	✓	✓	✓	✓					
Korea Online	✓								
Liquidity Initiation & Reporting	✓	✓	✓	✓	✓	✓	✓	✓	
Liquidity Solutions & Administration §	✓	✓	✓	✓	✓		✓		
Receivables Edge ††	✓	✓	✓	✓	✓	✓	✓	✓	
Saudi Arabia Online ††	✓	✓							
Security Administration	✓	✓	✓	✓	✓	✓	✓	✓	
Supply Chain Financing			✓	✓	✓	✓	✓	✓	
Third-Party Screening Utility†	✓	✓	✓	✓	✓		✓	✓	
User Setup Forms	✓	✓	✓	✓	✓	✓	✓	✓	

* J.P. Morgan ACCESS Checks is also certified on Firefox® v32 and Chrome™ v37

† ACH File Warehouse, ACH Services U.S., & TPSU are also certified on Adobe Reader v12 and Firefox v39

‡ Host to Host Online is certified on Firefox v37, v38 and Java 8 update 65

§ Liquidity Solutions & Administration is certified on Firefox® v17-27, 34 & Chrome v39, 42

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

† Requires Java™

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

Additional Technical Requirements/Recommendations

Other Software	<p>Adobe® Flash® Player: Version 13 is recommended. Versions 10 through 14 are supported</p> <p>Adobe® Reader®: Version 11 is recommended. Versions 9.3, 10.1, 10.3 and 11 are supported</p> <p>Compression software (e.g. WinZip®) may be required to export reports and files</p> <p>Microsoft Excel® 2013 for export of reports data using "CSV Unicode" format. Microsoft Excel 2007 and 2010 are supported</p> <p>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</p> <p>Note: Flash, Reader and Java are available on the J.P. Morgan ACCESS Download page</p>
Workstation	<p>Memory: 4 GB RAM or higher is recommended, 2 GB RAM minimum</p> <p>Disk Space: Recommended: 10GB free space available</p> <p>Monitor: 1280x1024 resolution or higher, 16-bit color or higher is recommended. 1024x768 resolution, 256-color minimum</p> <ul style="list-style-type: none"> • 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	<p>Cash Reports, Payments (Account Transfer, Book, Wire) Approval & Release and/or Trade:</p> <ul style="list-style-type: none"> • 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

Attachment 4.

J.P. Morgan ACCESS Online Sample Reports

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.

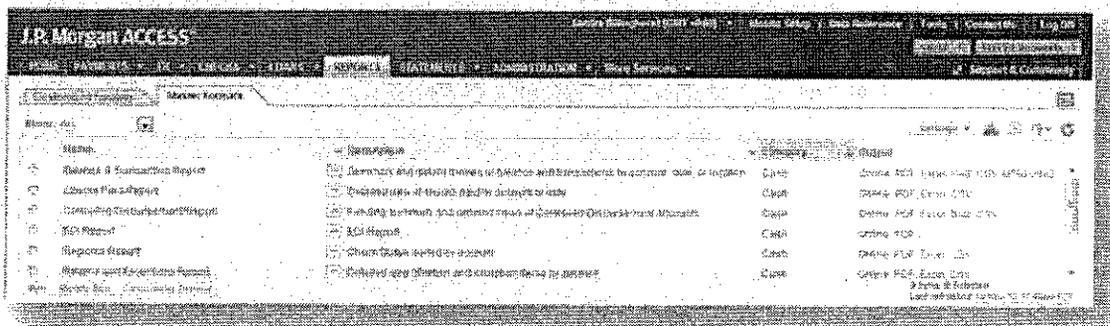
Designed to work the way you do

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.

5 Regional
 Reports designed for specific regional branches and their unique information needs. Only available for Asia based and other select accounts.

Check Status Report	17
Check Draft Collections Report	18
Direct Debit Report.....	19
Post Dated Check Report	20
Standard Collection Report	21
Withholding Tax Report.....	22

6 Returns and Exceptions
 Provides a detailed view of your return items, including check returns, ACH returns and ACHNOC.

Returns and Exceptions Report	23
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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 Date.....	24
---------------------------------	----

8 Payment
 Provides payment transaction (wire, ACH and account transfer) information for current, pending and completed transactions.

Payment Summary Report	25
Payment Detail Report	26

9 Template
 Provides payment template information for all payment types by account. Transactions are displayed for each account separately.

Template Summary Report	27
Template Detail Report.....	28

Balance and Transaction Summary Report

1
2
3
4
5
6
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15
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Provides a summary view of balances by date.

ABC Company		J.P.Morgan			
Balance and Transaction Summary Report		Transaction Date: 04/26/2011			
** For information purposes only. **					
Report Settings:					
Display all accounts					
Acct Group: West Coast Operations					
Acct Name: ABC Company		Bank: JPMorgan Chase Bank, N.A. (TC)			
Acct Num: 0650001234123		Currency: USD U.S. Dollar		Last Updated: 04/25/2011 04:04 AM	
SUMMARY	Ledger	Same Day	Next Day	2 Or More Days	
Opening	818,729.06	818,729.06	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	0.00	0.00	
SUMMARY OF OTHER BALANCES					
AVG CLOSING AVAIL BAL PREV MTH		1,264,693.28			
AVG CLOSING AVAILABLE BAL MTD		1,094,627.89			
AVG CLOSING AVAILABLE BAL YTD		1,278,561.44			
TOTAL FLOAT		0.00			
AGGREGATE FLOAT ADJUSTMENT		0.00			
CLOSING BALANCE - 3+ DAYS FLT		0.00			
OPENING ON 04/27/2011		1,438,964.12			
TOTAL INCOMING MONEY TRANSFER		2,235,711.84			
TOTAL OUTGOING MONEY TRANSFER		1,413,476.77			
End of Report					
Balance and Transaction Report - Summary					
Created on: 04/27/2011 12:28 PM EST (GMT -05:00)					
Page 3 of 3					

Balance and Transaction Location Report

Provides a detailed view of balance and transactions by location.

ABC Company		J.P.Morgan			
My Location Report		Transaction Date: 05/10/2011			
** For information purposes only. **		Report Settings:			
Includes Credits and Debits for:		Showing 60 accounts			
All Transaction Types					
Acct Group: West coast Operations Acct Name: ABC COMPANY Acct Num: 00000123412045 93/19/2011					
Opening Available		Currency: USD U.S. Dollar			
Opening Ledger		Bank: JPMorgan Chase Bank, N.A.			
		Last Updated: 05/20/2011 - 05:38 AM			
		137,813.17			
		131,991.73			
Credits					
Item Date	Value Date	Description	Customer Ref	Bank Ref	Credit Amount
05/10/2011	05/10/2011	EFT CREDIT		1234567002AB	248.55
05/19/2011	05/19/2011	EFT CREDIT		1234567003AB	693.94
05/19/2011	05/19/2011	EFT CREDIT		1234567005AB	1,049.49
05/19/2011	05/19/2011	EFT CREDIT		1234567007AB	2,707.30
05/19/2011	05/19/2011	EFT CREDIT		1234567011AB	4,758.24
05/19/2011	05/19/2011	EFT CREDIT		1234567014AB	3,989.40
05/19/2011	05/19/2011	EFT CREDIT		1234567017AB	2,796.81
05/19/2011	05/19/2011	EFT CREDIT		1234567019AB	11,723.40
05/19/2011	05/19/2011	EFT CREDIT		1234567021AB	11,649.91
05/19/2011	05/19/2011	EFT CREDIT		1234567029AB	11,385.91
05/19/2011	05/19/2011	EFT CREDIT		1234567031AB	185,071.77
05/19/2011	05/19/2011	EFT CREDIT		1234567037AB	269,579.06
Total Credits for Location: Unspecified			12 items		495,042.69
05/19/2011	05/19/2011	DEPOSIT	11	1234567810	21,361.99
Total Credits for Location: 13			1 item		21,361.99
05/19/2011	05/19/2011	DEPOSIT	05	1234567821	1,029.93
Total Credits for Location: 14			1 item		1,029.93
05/19/2011	05/19/2011	DEPOSIT	02	1434567832	11,089.06
Total Credits for Location: 22			1 item		11,089.06
05/19/2011	05/19/2011	DEPOSIT	30	1234567843	0,125.00

Balance and Transaction Report - Location
 Created on: 05/20/2011 01:17 PM EDT (GMT -05:00)

Page 1 of 7

Controlled Disbursement Summary and Detail Report

3

Provides a funding summary and details for controlled disbursement accounts.

ABC Company
Controlled Disbursement Summary and Detail Report
 ** All values are subject to verification and adjustments. **
 ** For information purposes only. **

J.P.Morgan
 Transaction Date: 04/27/2011

Sort Order:
 Account Description

Bank: **JPMorgan Chase Bank, N.A. (TX)** FINAL PRESENTMENT

Acct Group: **West coast Operations**
 Acct Name: **ABC COMPANY** Last Updated: 04/27/2011 - 10:45 AM
 Acct Num: **0000001204120** CCY: USD U.S. Dollar

SUMMARY	Name	Amount
Total Checks Presented	3000	44,330,244.79
Final Check Presentment	3000	44,337,366.05
Second Check Presentment	1	1,046.24
Net Adjustments / Others	2	0.76
Net Electronic Transactions		0.00
Opening Ledger		0.00
Target Balance		0.00
Prep Day Late Presentment		0.00
Funding Required As Of 12:45 AM		44,330,244.99

CHECKS PRESENTED	Customer Ref.	Amount
	71034006	12,460,245.00
	70204007	5,440,042.41
	70204111	3,000,000.73
	70204213	2,800,260.43
	70204417	1,307,105.14
	70204519	1,100,405.56
	70204623	1,070,624.53
	70204025	110,663.33
	70204037	770,004.67
	70204111	442,445.25
	70204213	330,170.45
	70204417	200,054.58
	70204519	192,579.61
	74034026	671,053.53
	74034037	105,000.66
	74034111	110,607.81
	74034213	180,310.00
	74034417	100,000.40
	71204619	104,000.13
	71004025	100,001.46
	71204720	94,171.49
	71204801	80,200.00
	71204037	78,810.51
	71034006	77,618.01
	71204037	70,000.00
	70204111	70,002.37
	70204213	71,210.78
	70204417	70,000.00
	70204519	60,000.00
	70204025	67,875.40
	70204037	64,044.71
	70204111	64,551.49
	70204213	60,000.40
	70204519	61,001.00
	70204006	60,004.30

Controlled Disbursement Report - Summary and Detail
 Created On: 04/27/2011 12:34 PM EDT (GMT -04:00) Page 1 of 58

Controlled Disbursement Detail Report

3

Provides paid check details for controlled disbursement accounts.

ABC Company		J.P.Morgan	
Controlled Disbursement Detail Report		Transaction Date: 04/27/2011	
** All values are subject to verification and adjustments **			
** For information purposes only **			
Sort Order:			
Amount Descending			
Bank:	JPMorgan Chase Bank, N.A.	FINAL PRESENTMENT	
Acct Group:	Trust and Operations	Last Updated: 04/27/2011 10:48 AM	
Acct Name:	ABC COMPANY	CITY: NEW YORK, NY	
Acct Num:	00100013041234		
CONTROLLED PRESENTMENTS			
Customer Ref.		Amount	
7234001		12,400,243.00	
7234002		8,440,042.31	
7234003		3,880,500.72	
7234004		2,300,200.00	
7234005		1,917,805.14	
7234006		1,810,100.00	
7234007		1,000,000.00	
7234008		910,000.00	
7234009		770,000.00	
7234010		442,440.00	
7234011		330,170.00	
7234012		200,000.00	
7234013		180,070.00	
7234014		171,000.00	
7234015		110,000.00	
7234016		100,000.00	
7234017		100,000.00	
7234018		100,000.00	
7234019		100,000.00	
7234020		100,000.00	
7234021		94,070.00	
7234022		80,000.00	
7234023		70,000.00	
7234024		70,000.00	
7234025		70,000.00	
7234026		70,000.00	
7234027		70,000.00	
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7234029		70,000.00	
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7234099		60,000.00	
7234100		60,000.00	
7234101		60,000.00	
7234102		60,000.00	
7234103		60,000.00	
7234104		60,000.00	
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7234108		60,000.00	
7234109		60,000.00	
7234110		60,000.00	
7234111		60,000.00	
7234112		60,000.00	
7234113		60,000.00	
7234114		60,000.00	
7234115		60,000.00	
7234116		60,000.00	
7234117		60,000.00	
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7234119		60,000.00	
7234120		60,000.00	
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7234222		60,000.00	
7234223		60,000.00	
7234224		60,000.00	
7234225		60,000.00	
7234226		60,000.00	
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7234231		60,000.00	
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7234277		60,000.00	
7234278		60,000.00	
72			

EDI Payments Report



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

RCMCI	J.P.Morgan
** For Information Purposes Only **	
EDI Report - Payments	Transaction Date: 27-Nov-2012
Account Name: ABC Corporation	Last Updated: 27-Nov-2012
Account Number: 0000012bb00	04:40 AM EST
Bank: 07100001 - JPMorgan Chase Bank	

ABC CORPORATION

* CREDIT AMOUNT:	\$7,157.38	DATE: 11/27/2012	METHOD: ACH CCP
* RECEIVER- ABA:	12345678		ACCT: 0000012bb00
* SENDER- NAME:	ABC CORPORATION		ID: 3456789123
* ABA:	87654321		ACCT: 0000012bb00
* REFERENCE: TN*00000000000000000000			
* DATE/TIME:	097*20121122		
* NAME:	FR*ABC CORPORATION		
* NAME:	FE*XYZ INCORPORATED		
* NAME:	FE*XYZ INCORPORATED		
* CREDIT AMOUNT: \$1,228.93 DATE: 11/27/2012 METHOD: ACH CCP			
* RECEIVER- ABA:	12345678		ACCT: 0000012bb00
* SENDER- NAME:	ABC CORPORATION		ID: 3456789123
* ABA:	87654321		ACCT: 0000012bb00
* REFERENCE: TN*00000000000000000000			
* DATE/TIME:	097*20121122		
* NAME:	FR*ABC CORPORATION		
* NAME:	FE*XYZ INCORPORATED		
* NAME:	FE*XYZ INCORPORATED		
* CREDIT AMOUNT: \$22,210.12 DATE: 11/27/2012 METHOD: ACH ETR			
* RECEIVER- ABA:	12345678		ACCT: 0000012bb00
* SENDER- NAME:	12345678		ID: 3456789123
* ABA:	12345678		ACCT: 0000012bb00
* REFERENCE: TN*00000000000000000000			
* DATE/TIME:	097*20121122		
* NAME:	FR*XYZ INCORPORATED		*FE*001000001
* CONTACT:	IC*XYZ INCORPORATED		*FE*000000000
* CREDIT AMOUNT: \$19,439.61 DATE: 11/27/2012 METHOD: ACH ETR			
* RECEIVER- ABA:	12345678		ACCT: 0000012bb00
* SENDER- NAME:	12345678		ID: 3456789123
* ABA:	12345678		ACCT: 0000012bb00
* REFERENCE: TN*00000000000000000000			
* DATE/TIME:	097*20121122		
* NAME:	FR*XYZ INCORPORATED		*FE*001000001
* CONTACT:	IC*XYZ INCORPORATED		*FE*000000000

EDI Report - Payments
Created On: 28-Jun-2013 08:28 AM GMT +10:00 Page 1 of 84

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.

R7CRUS1
 ** All values are subject to verification and adjustments. **

Regional Report - Check Draft Collections Date Range: 07/16/2013 - 07/26/2013

Account Name: ABC Company Last Updated: 07/23/2013 10:03 AM EDT
 Account Number: 101111111111
 Currency: INR Indian Rupee
 Bank: CHASBDDMB - JPMorgan Chase Bank, NA Mumbai

References	Deposit	Check	Invoice	OCY
Payer Bank: IDBI Bank Ltd Payer Name: DEF Company Customer Ref.: TESTING04 Client Code: TEST00 Product Type: MLLD Pick Up Date: 07/21/2013 Pick Up Point: MUM Clearing Location: MUMBAI Expected Credit Date: 07/23/2014 Value Date: 07/21/2013 Return Reason:	Amount: 63,000.00 Slip Number: 6196234 Date: 07/22/2013 Location: MUMBAI	Amount: 63,000.00 Number: 403302 Date: 06/01/2013 Status: OPEN		INR
Payer Bank: Canara Bank Payer Name: DEF Company Customer Ref.: TESTING12 Client Code: TEST00 Product Type: MLLD Pick Up Date: 07/21/2013 Pick Up Point: CAL Clearing Location: CALCUTTA Expected Credit Date: 07/23/2014 Value Date: 07/21/2013 Return Reason:	Amount: 1,114,098.55 Slip Number: 5124211 Date: 07/22/2013 Location: CALCUTTA	Amount: 102,458.60 Number: 762863 Date: 06/01/2013 Status: OPEN		INR

Regional Report - Check Draft Collections
 Created On: 10/26/2013 11:47 AM EDT Page 2 of 44

Regional Report – Post Dated Check



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

ABC Company		J.P.Morgan	
** All values are subject to verification and adjustments. **			
Regional Report - Post Dated Check		Date Range: 15-Nov-12 - 15-Nov-12	
Date Type(s):	Deposit Date, Value Date	Data Display:	Only Include Accounts with Activity, Page Break of Account, Include Multi-Byte and Accounted Characters
Check Status:	All		
Account Group:	Ungrouped Accounts		Last Updated:
Account Name:	ABC Company		21-Sep-13
Account Number:	99011101111		18:19 GMT +05:30
Branch:	TMS BHM		
Bank:	CHAS12688 - JPMorgan Chase Bank, NA Thailand		
Value Date:	01-Aug-13	Amount:	133.00
Customer Reference:	6603	Drawee Bank:	0870001
Deposit Branch:	JPMorgan Chase Bank, NA Thailand	Branch:	08008780
Deposit Date:	02-Jan-14	Reference:	08008780
Payee Name:	POC Test1		
Check Number:	1000003		
Value Date:	01-Aug-13	Amount:	133.00
Customer Reference:	6603	Drawee Bank:	0870001
Deposit Branch:	JPMorgan Chase Bank, NA Thailand	Branch:	08008780
Deposit Date:	02-Jan-14	Reference:	08008780
Payee Name:	POC Test1		
Check Number:	1000003		
		Status:	Cancelled
		Status:	In Course

END OF REPORT

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.

ABC Company

** For Information Purposes Only **

Wire Detail Report - Date

Prior Day

Transaction Date: 07/27/2012

Account Group: MIDEAST REGION
 Account Name: MAIN CONCENTRATION
 Account Number: 123456789012
 Bank: 07200030 - JPMorgan Chase Bank, N.A. (04)
 Currency: USD / US Dollar

Last Updated: 07/28/2012 - 04:26 AM EDT

Credits

Credit Amount	Description	Transaction Date / Time	Value Date / Time	Release Time	Bank Reference	GFP Received
6,600.00 USD	BOOK TRANSFER CREDIT	07/27/2012 03:51 PM EDT	07/27/2012 04:26 AM EDT			
	Customer Reference: CAP OF 120702				99999999999910	07271449
	GFP Reference:					
	Received From: 0000000999999999 CAR.MANUFACTURING FINANCIAL SERV US (ACCT 99999 99999 CORPORATE 9999 NORTON HILLS MI 48444-4444)					
	Remarks: YOUR REF Q/B YOURBANK NYC/REMARK P.ADV.FR.07.25.12 TO PMNT					
4,125.00 USD	CHIPS CREDIT	07/27/2012 12:28 AM EDT	07/27/2012 04:26 AM EDT			
	Customer Reference: AAAAAAAAAA				99999999999910	
	GFP Reference:					07271404
	CHIPS SeqRef: 99999999999999				SRN	
	Received From: YOURBANK N.A. 300 WALL STREET NEW YORK NY 10000-1111					
	By Order Customer: /APPLICATION 9999 /VENDOR PAYABLE					
	By Order Bank: SENDINQBANK AA D-00000 FRANKFURT GERMANY GERMANY					
	Remarks: YOUR REF Q/B YOURBANK NYC/REMARK P.ADV.FR.07.25.12 TO PMNT DOCUMENT 655555555555 TTTTTTTTTTTTTTTTTTTTXX.XX DEBIT REF 6000000000000000					
900.00 USD	CHIPS CREDIT	07/27/2012 02:18 AM EDT	07/27/2012 04:26 AM EDT			
	Customer Reference: AAAAAAAAAA				99999999999910	
	GFP Reference:					07270885
	CHIPS SeqRef: 99999999999999				SRN	
	Received From: YOURBANK N.A. 300 WALL STREET NEW YORK NY 10000-1111					
	By Order Customer: /APPLICATION 9999 /VENDOR PAYABLE					
	By Order Bank: SENDINQBANK AA D-00000 FRANKFURT GERMANY GERMANY					
	Remarks: YOUR REF Q/B YOURBANK NYC/REMARK P.ADV.FR.07.25.12 TO PMNT					
33,000.00 USD	FED WIRE CREDIT	07/27/2012 02:40 PM EDT	07/27/2012 04:26 AM EDT			
	Customer Reference: AAAAAAAAAA				99999999999910	
	FED Reference: 999 F3377 MOB 600033 *VIA FED**				14:35	
	GFP Reference:					07271439
	MPN SeqRef: 99999999999999				Sending Bank ID	2670009994
	Received From: YOURBANK N.A. 300 WALL STREET NEW YORK NY 10000-1111					

Payment Detail Report



Provides originated payment transaction information at a detail level.

ABC Company

J.P.Morgan

** For Information Purposes Only. **

Payment Report - Detail

Value Date Range: 10/01/2012 - 10/17/2012

Data Display
 Display all accounts, Include Payment Details, Include Payment History
 Additional Sort: Value Date (Ascending)

Payment Methods/Descriptions
 All

Payment Creation Method
 Free Form, Imported, From Template

Payment Status
 Saved, 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: 066001234123454
 Bank: 12400154 - JPMORGAN CHASE BANK, NA (UT)
 Currency: USD U.S. Dollar

Creation Method: Free Form
 Status: Pending Release

PAYMENT INFORMATION

Method/Description: ACH
 Value Date: 10/04/2012
 Payment Amount: 100.00 USD
 ACH - Child Support

Payment ID: 066001234123454
 Descriptive Date
 Batch Description

From Account: ABC Company
 Account Name: ABC Company
 Company ID: 123456789123

Bank: 12400154
 J.P. Morgan Chase Bank, N.A. UT
 Company Name: ABC Company

BENEFICIARIES

State: New York
 Account Number: 06600754123123
 Account Type: Checking
 Bank ABA: 021000322

Absent Parent Last Name	First Name	SSN	Payroll Date	Payment ID	DD	Amount
Clark	Tim	000-00-00000	09/06/2012	0213211		100.00 CR

Payment Details: DEB*CS**0600001**120005*10000*000277806**Clark, Tim**P36001*

Template Detail Report

9

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

ABC Company

J.P.Morgan

** For Information Purposes Only. **

Template Report - Detail

Template Last Used Date Range: 09/01/2012 - 10/17/2012

Data Display Display all accounts, include Template Details, include Template History	Payment Methods/Descriptions All	Template Status All
Event History and Selected Users All Events - All		

Account Name:	ABC Company
Account Number:	1234567891123
Bank:	12400154 - JPMORGAN CHASE BANK, NA (UT)
Currency:	USD U.S. Dollar

Template Name	Status
TEMPLATE FOR ACT TRANSFER	Active

PAYMENT INFORMATION

Payment Method Account Transfer	Default Transfer Amount	Maximum Transfer Amount 20,000.00 USD
---	--------------------------------	---

From Account	Account Name
1 bb 4 5 6 7 8 9 1 1 2 3 Bank 12400154 JP Morgan Chase Bank, N.A. UT	ABC Company

To Account	Account Name
3 bb 8 5 4 9 8 7 9 8 7 Bank 12400154 JP Morgan Chase Bank, N.A. UT	BEN_NM

HISTORY

Event	Date / Time	Actioned By	User ID
create	09/28/2012 11:22 AM EDT	ANG	imqap20x
Additional Information Submitted from scratch			
Event	Date / Time	Actioned By	User ID
sign	09/28/2012 11:22 AM EDT	ANG	imqap20x
Event	Date / Time	Actioned By	User ID
approve	09/28/2012 11:22 AM EDT	ANG	System
Event	Date / Time	Actioned By	User ID
sign	09/28/2012 11:22 AM EDT	ANG	imqap20x
Event	Date / Time	Actioned By	User ID
activate	09/28/2012 11:22 AM EDT	ANG	imqap20x

Attachment 5.
Business Resiliency Plan Overview

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

- 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

- 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.

City of Costa Mesa
Sample Proj Plan

ID	Task Name	Duration	Start	Finish	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 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 JPMorgan
25	Security Administrators Complete Token Activation Process	1 day	Thu 3/3/16	Thu 3/3/16		24 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 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 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		44 JPM Impl Project Mgr/Client
46	Security Administrators Complete User and Entitlement Set-up	1 day	Mon 3/14/16	Mon 3/14/16		45 Client
47	Coordinate & Schedule User/Product Training	1 day	Tue 3/15/16	Tue 3/15/16		46 JPM Impl Project Mgr/Client
48	Client Users Log onto PWS	1 day	Wed 3/16/16	Wed 3/16/16		47 Client
49	Setup Complete	0 days	Wed 3/16/16	Wed 3/16/16		48
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		7 JPM Impl Project Mgr/Client
52	Provide Client MICR Specification Sheet	3 days	Wed 2/17/16	Fri 2/19/16		51 JPM Impl Project Mgr
53	Provide Overview of Check Testing Requirements & File Specifications	3 days	Mon 2/15/16	Wed 2/17/16		7 JPM Impl Project Mgr
54	Submit ARP & PWS Set-up Requests to Operations	7 days	Thu 2/18/16	Fri 2/26/16		53 JPM Impl Project Mgr

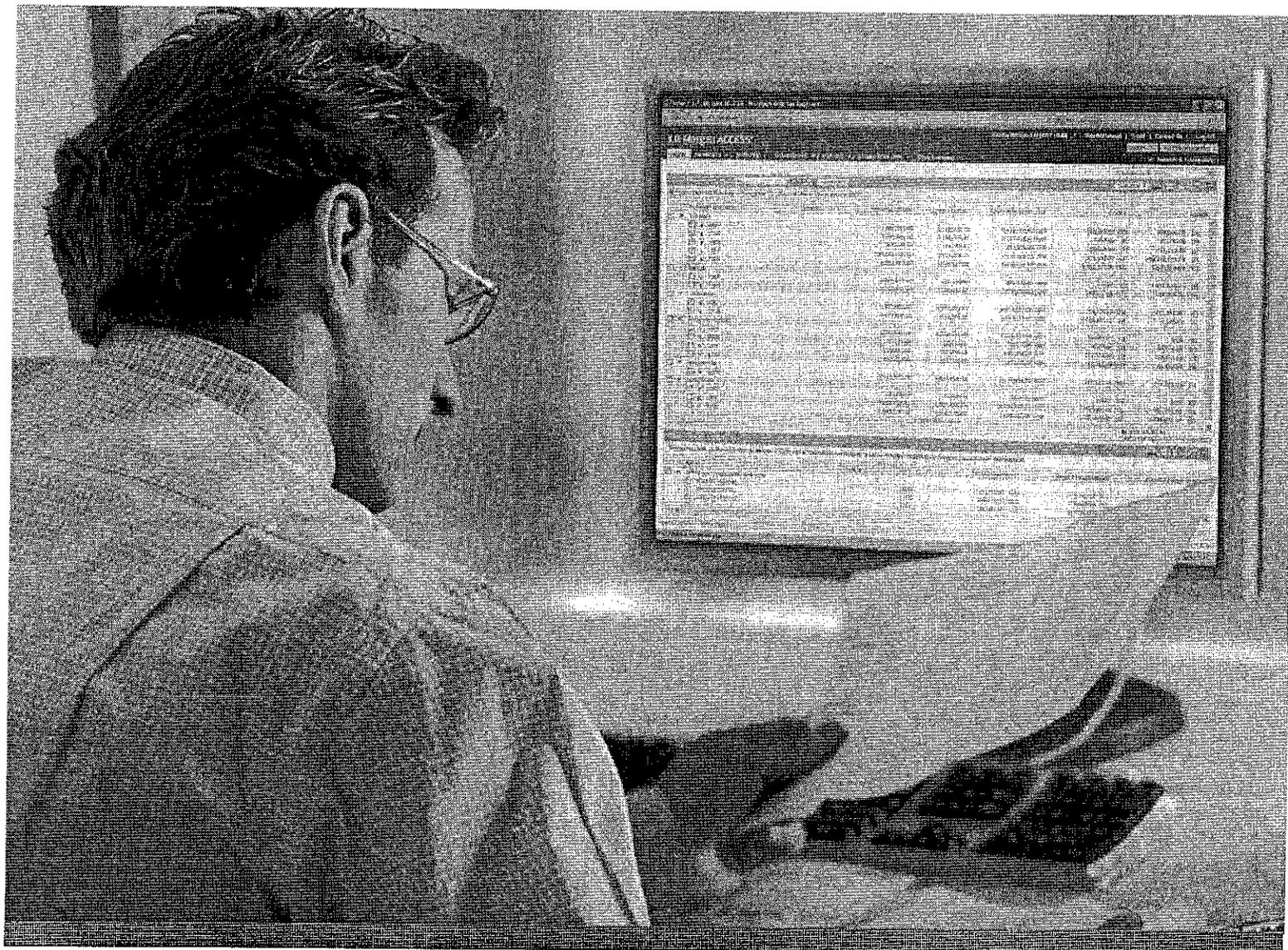
Timeline is illustrative only - Actual project task lines, task durations and timelines vary based on client detailed requirements and other factors and will be finalized once the implementation is underway.

City of Costa Mesa
Sample Proj Plan

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
101	Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc)	5 days	Mon 2/22/16	Fri 2/26/16	98	Client
102	Send Out Business Deposit Welcome Kits to Stores	3 days	Thu 3/3/16	Mon 3/7/16	100	JPMorgan
103	Advise Client of Completed Set-up	1 day	Tue 3/8/16	Tue 3/8/16	102	JPM Impl Project Mgr
104	Cash Vault Services	21 days	Mon 2/15/16	Mon 3/14/16		
105	Identify Store Locations and Armed Courier Services	5 days	Mon 2/15/16	Fri 2/19/16	7	Client
106	Review and Agree on Proximity Study	5 days	Mon 2/22/16	Fri 2/26/16	105	Sales/Client/JPM Impl Project Mgr
107	Interview Client and Complete Cash Services Vault Questionnaire	5 days	Mon 2/29/16	Fri 3/4/16	105,106	JPM Impl Project Mgr
108	Submit Set-up Request to Operations	5 days	Mon 3/7/16	Fri 3/11/16	107	JPM Impl Project Mgr
109	Cash Deposits	6 days	Mon 3/7/16	Mon 3/14/16		
110	Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc)	5 days	Mon 3/7/16	Fri 3/11/16	107	Client
111	Advise Client of Completed Set-up	1 day	Mon 3/14/16	Mon 3/14/16	110	JPM Impl Project Mgr
112	Image Deposit Direct (IDD)	29 days	Mon 2/15/16	Thu 3/24/16		
113	Interview Client and Complete IDD Questionnaire	5 days	Mon 2/15/16	Fri 2/19/16	7	JPM Impl Project Mgr
114	Coordinate and Schedule Training Date with Client and Operations	5 days	Mon 2/22/16	Fri 2/26/16	113	JPM Impl Project Mgr
115	Submit Set-up Request to Operations	2 days	Mon 2/29/16	Tue 3/1/16	114	JPM Impl Project Mgr
116	Email IDD Questionnaire to Float Management	1 day	Wed 3/2/16	Wed 3/2/16	115	JPM Impl Project Mgr
117	IDD Unit Orders Scanner Equipment	5 days	Thu 3/3/16	Wed 3/9/16	116	JPMorgan
118	Scanner Equipment Sent to Client	4 days	Thu 3/10/16	Tue 3/15/16	117	JPMorgan
119	Confirm Receipt of Equipment	2 days	Wed 3/16/16	Thu 3/17/16	118	Client
120	Complete Software Installation and Image Website Training	5 days	Fri 3/18/16	Thu 3/24/16	119	JPMorgan/Client
121	Confirms Software Testing and Training is Complete	5 days	Fri 3/18/16	Thu 3/24/16	119	Client
122	Configure Client PC workstations into Production Environment	2 days	Fri 3/18/16	Mon 3/21/16	119	JPMorgan
123	Receive completion notice from IDD Fulfillment	2 days	Fri 3/18/16	Mon 3/21/16	119	JPM Impl Project Mgr
124	Advise Client of Completed Set-up	0 days	Mon 3/21/16	Mon 3/21/16	123	JPM Impl Project Mgr
125	Documentation & Service Set-up Phase Complete	0 days	Tue 2/2/16	Tue 2/2/16		
126	Testing and Go Live Phase	43 days	Mon 2/15/16	Wed 4/13/16		
127	Positive Pay via Payables Web Services	22 days	Thu 2/18/16	Fri 3/18/16		
128	Security Administrators Entitle and Approve Users	1 day	Mon 3/14/16	Mon 3/14/16	45,55	Client
129	Client Creates Test Check Issue File	5 days	Thu 2/18/16	Wed 2/24/16	53	Client
130	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
131	Feedback Provided, Corrections Made, Corrected Test File Uploaded	1 day	Wed 3/16/16	Wed 3/16/16	130	Client/JPM Training
132	Sign-off on File Testing	1 day	Thu 3/17/16	Thu 3/17/16	131	Client
133	Submit First Check Issue File in Production	1 day	Fri 3/18/16	Fri 3/18/16	132	Client
134	Activate Positive Pay Service and Payee Verification (if applicable)	0 days	Fri 3/18/16	Fri 3/18/16	133	Client
135	Confirm Receipt of Production Check Issue File	0 days	Fri 3/18/16	Fri 3/18/16	134	JPM Impl Project Mgr
136	Setup Complete	0 days	Fri 3/18/16	Fri 3/18/16	135	
137	Payee Verification	14 days	Tue 2/23/16	Fri 3/11/16		
138	Client Creates/Orders Checks	5 days	Tue 2/23/16	Mon 2/29/16	59,60	Client
139	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
140	Perform MICR Test	3 days	Wed 3/2/16	Fri 3/4/16	139	JPM Impl Project Mgr/Chase
141	Perform PVE Test	3 days	Mon 3/7/16	Wed 3/9/16	140	JPM Impl Project Mgr
142	Provide Test Feedback to Client	2 days	Thu 3/10/16	Fri 3/11/16	141	JPM Impl Project Mgr
143	If Successful, Activate PVE Service	0 days	Fri 3/11/16	Fri 3/11/16	142	JPM Systems Impl Mgr
144	Setup Complete	0 days	Fri 3/11/16	Fri 3/11/16	143	

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.

Attachment 7.
Sample Account Analysis and Bank Statement
User Guide



TREASURY SERVICES

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

J.P.Morgan

Table of Contents

1	Bank Statements	
	Overview	4
	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
2	Billing Statements	
	Overview	19
	Sample U.S. Account Billing Statement in Excel format	20
	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.....	37

Bank Statements

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:

1	A	B	C	D	E	F	G
2	DESCRIPTION	INSTANCES	MARKET VALUE/AMOUNT	SHARES	ACCOUNT NUMBER	ACCOUNT NAME	
3	Beginning Balance	0	996907.96		00bb000123456789	PAYMENT & COLLECTION ACCOUNT	
4	Deposits and Additions	63	683673.53		00bb000123456789	PAYMENT & COLLECTION ACCOUNT	
5	Checks Paid	90	624930.88		00bb000123456789	PAYMENT & COLLECTION ACCOUNT	
6	Electronic Withdrawals	36	612386.72		00bb000123456789	PAYMENT & COLLECTION ACCOUNT	
7	Ending Balance	349	443663.99		00bb000123456789	PAYMENT & COLLECTION ACCOUNT	
8							
9	Summary	Deposits and Additions	Checks Paid	Electronic Withdrawals	Daily Ending Balance		

Deposits and Additions:

1	A	B	C	D	E	F	G
2	DATE	DESCRIPTION	AMOUNT	ACCOUNT NUMBER	ACCOUNT NAME		
3	01/01	REMOTE ONLINE DEPOSIT 1234	6097.22	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
4	01/02	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	1713.85	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
5	01/02	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	242.99	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
6	01/03	REMOTE ONLINE DEPOSIT 1234	5678.49	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
7	01/03	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	9519.19	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
8	01/03	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	2189.16	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
9	01/06	REMOTE ONLINE DEPOSIT 1234	6180.04	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
10	01/06	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	5471.87	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
11	01/06	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	1266.93	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
12	01/07	REMOTE ONLINE DEPOSIT 1234	2848.34	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
13	01/07	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	6308.35	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
14	01/07	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	2839.73	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
15	01/07	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	2878.13	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
16	01/08	REMOTE ONLINE DEPOSIT 1234	10016.91	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
17	01/08	REMOTE ONLINE DEPOSIT 1234	16649.55	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
18	01/08	REMOTE ONLINE DEPOSIT 1234	9280.73	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
19	01/10	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	9059.21	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
20	01/10	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	957.59	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
21	01/11	REMOTE ONLINE DEPOSIT 1234	96081.56	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
22	01/13	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	7561.67	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
23	01/13	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	2454.21	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
24	01/14	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	4898.01	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
25	01/23	REMOTE ONLINE DEPOSIT 1234	44419.64	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
26	01/23	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	2457.35	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
27	01/24	REMOTE ONLINE DEPOSIT 1234	14152.91	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
28	01/27	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	6104.33	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
29	01/27	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	4974.6	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
30	01/26	REMOTE ONLINE DEPOSIT 1234	63111.06	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
31	01/28	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	2817.07	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
32	01/29	REMOTE ONLINE DEPOSIT 1234	16629.5	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
33	01/30	REMOTE ONLINE DEPOSIT 1234	36506.79	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
34	01/31	REMOTE ONLINE DEPOSIT 1234	4659.51	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
35	01/31	ORIG CO NAME XYZ Company LTD ORIG ID:1234567890 DESC DATE	8350.5	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
36	01/31	JPMORGAN ACCESS TRANSFER FROM ACCOUNT 00bb000123456789	5934.28	00bb000123456789	PAYMENT & COLLECTION ACCOUNT		
37	Total Deposits and Additions		683673.53				
38	Summary	Deposits and Additions	Checks Paid	Electronic Withdrawals	Daily Ending Balance		

Bank Statements



Electronic Withdrawals:

I	A	B	C	D	E	F	G	H
1	DATE	DESCRIPTION	AMOUNT	ACCOUNT NUMBER	ACCOUNT NAME			
2	01/02	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	597.2	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
3	01/03	ORIG CO NAME:ABC COMPANY LLC ORIG ID:123456	1567.8	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
4	01/09	CHIPS DEBIT VIA: ABC BANK, N.A./0123 A/C: ABC COMI	2000	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
5	01/09	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	728.58	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
6	01/09	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	14.37	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
7	01/10	ORIG CO NAME:ABC COMPANY LLC ORIG ID:123456	1620.36	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
8	01/10	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	75.43	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
9	01/16	CHIPS DEBIT VIA: ABC BANK, N.A./0123 A/C: ABC COMI	451.35	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
10	01/16	JPMORGAN ACCESS TRANSFER TO ACCOUNT 00bb0012	813.14	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
11	01/16	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	907.24	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
12	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	214.36	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
13	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	192.18	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
14	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	186.17	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
15	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	136.29	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
16	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	146.89	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
17	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	107.23	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
18	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	51.32	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
19	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	75.42	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
20	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	77.57	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
21	01/16	ORIG CO NAME:XYZ Company LTD ORIG ID:12345678	62.94	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
22	01/16	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	18.32	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
23	01/17	ORIG CO NAME:ABC COMPANY LLC ORIG ID:123456	1632.88	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
24	01/22	CHIPS DEBIT VIA: ABC BANK, N.A./0123 A/C: ABC COMI	874.2	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
25	01/23	ORIG CO NAME:1234 MNO ORIG ID:3205966922 DE	3510	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
26	01/23	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	1037.12	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
27	01/23	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	20.59	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
28	01/24	JPMORGAN ACCESS TRANSFER TO ACCOUNT 00bb0012	587155	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
29	01/24	ORIG CO NAME:ABC COMPANY LLC ORIG ID:123456	1675.99	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
30	01/28	JPMORGAN ACCESS TRANSFER TO ACCOUNT 00bb0012	327.43	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
31	01/30	CHIPS DEBIT VIA: ABC BANK, N.A./0123 A/C: ABC COMI	3100	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
32	01/30	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	903.12	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
33	01/30	ORIG CO NAME:IRS ORIG ID:1234567000 DESC	13.59	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
34	01/31	ORIG CO NAME:ABC COMPANY LLC ORIG ID:123456	1554.94	00bb000123456789	PAYMENT & COLLECTION ACCOUNT			
35	Total Electronic Withdrawals		612388.72					
36								
37								
Summary Deposits and Additions Checks Paid Electronic Withdrawals Day ending 8/31/16								

Bank Statements

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.

ACCOUNT NAME	ACCOUNT NUMBER	STATEMENT PERIOD	CURRENCY	TAX ID	REFERENCE	TRANSACTION DATE	TRANSACTION VALUE	DATE DEBITS	CREDITS	BALANCE
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Previous Balance	31-DEC				1,244,483.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	2-JAN	CHK	2-JAN	16,008.00	1,228,475.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	2-JAN	48,398.00	1,180,077.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	2-JAN	CHK	3-JAN	550.00	1,179,527.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	103,430.00	1,076,097.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	103,431.00	1,272,668.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	15,449.00	1,257,219.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	25,556.00	1,231,663.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	2,589.00	1,229,074.97
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	4,302.65	1,224,772.32
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	3-JAN	CHK	3-JAN	624.50	1,224,147.82
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	6-JAN	CHK	6-JAN	1,213.00	1,222,934.82
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	6-JAN	CHK	6-JAN	3,400.00	1,219,534.82
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	6-JAN	CHK	6-JAN	693.10	1,218,841.72
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	6-JAN	CHK	6-JAN	8,950.43	1,210,271.29
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Miscellaneous Credit	9-JAN	MISC	9-JAN	30,000.00	1,240,271.29
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Miscellaneous Credit	10-JAN	MISC	10-JAN	1,478,457.37	2,718,728.66
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	13-JAN	CHK	13-JAN	308,026.80	2,410,701.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	13-JAN	CHK	13-JAN	6,813.00	2,403,888.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	354.00	2,403,534.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	254.00	2,403,280.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	7,500.00	2,395,780.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	10,000.00	2,385,780.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	23,810.00	2,361,970.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	30,000.00	2,331,970.86
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	6,777.97	2,325,192.89
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	21,264.04	2,293,928.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	38,008.00	2,255,920.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	568.00	2,255,352.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	17-JAN	CHK	17-JAN	3,950.00	2,251,402.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	1,245.00	2,250,157.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	1,590.00	2,248,567.85
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	472.54	2,248,095.31
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	9,560.00	2,238,535.31
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	21-JAN	CHK	21-JAN	1,127.00	2,237,408.31

ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	10-JAN	CHK	10-JAN	109,088.00	2,028,320.31	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	13-JAN	CHK	13-JAN	6,912.00	2,021,408.31	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	164.10	2,021,244.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	124.00	2,021,120.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	14-JAN	CHK	14-JAN	7,600.00	2,013,520.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	19,800.00	1,993,720.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	29,300.00	1,964,420.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	30,000.00	1,934,420.21	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	15-JAN	CHK	15-JAN	6,777.97	1,927,642.24	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	21,264.04	1,906,378.20	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	30,000.00	1,876,378.20	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	600.00	1,875,778.20	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	16-JAN	CHK	16-JAN	595.10	1,875,183.10	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	17-JAN	CHK	17-JAN	1,890.00	1,873,293.10	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	1,245.00	1,872,048.10	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	1,590.00	1,870,458.10	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	472.54	1,869,985.56	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	20-JAN	CHK	20-JAN	9,560.00	1,860,425.56	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	21-JAN	CHK	21-JAN	1,127.00	1,859,298.56	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Miscellaneous Credit	22-JAN	MISC	22-JAN	386,128.00	2,245,426.56	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	23-JAN	CHK	23-JAN	680.00	2,244,746.56	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	24-JAN	CHK	24-JAN	23,240.34	2,221,506.22	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	24-JAN	CHK	24-JAN	23,922.00	2,197,584.22	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	24-JAN	CHK	24-JAN	3,830.30	2,193,753.92	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Monthly AC Analysts Ch	27-JAN	CHK	27-JAN	725.00	2,193,028.92	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	27-JAN	CHK	27-JAN	26,400.00	2,166,628.92	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	27-JAN	CHK	27-JAN	2,438.00	2,164,190.92	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	27-JAN	CHK	27-JAN	4,500.00	2,159,690.92	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	28-JAN	CHK	28-JAN	333.64	2,159,357.28	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	28-JAN	CHK	28-JAN	27,228.27	2,132,129.01	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	29-JAN	CHK	29-JAN	4,000.00	2,128,129.01	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	29-JAN	CHK	29-JAN	4,482.00	2,123,647.01	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	29-JAN	CHK	29-JAN	6,663.83	2,116,983.18	
ABC COMPANY ACCT	000000123456789	1 JAN 2014 TO 31 JAN 2014	HKD		Inward Clearing Debit	30-JAN	CHK	30-JAN	33,651.00	2,083,332.18	
TOTAL			HKD								
						Total De	1,167,467.63	Total Cr	1,900,697.87	Net M/Admt	233,230.14

Bank Statements



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

DATE	DESCRIPTION	AMOUNT	Account Number	Account Name
113	Electronic Withdrawals			
114	2-Jan ORIG CO NAME ABC	\$697.20	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
115	16-Jan ORIG CO NAME ABC	\$18.32	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
116	17-Jan ORIG CO NAME XYZ Con	\$1,662.89	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
117	22-Jan CHIPS DEBIT VIA ABC E	\$674.20	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
118	23-Jan ORIG CO NAME ABC Con	\$3,510.00	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
119	23-Jan ORIG CO NAME ABC	\$1,937.12	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
120	23-Jan ORIG CO NAME ABC	\$20.89	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
121	24-Jan JPMORGAN ACCESS TR	\$587,154.73	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
122	28-Jan JPMORGAN ACCESS TR	\$327.43	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
123	30-Jan CHIPS DEBIT VIA ABC E	\$3,100.00	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
124	31-Jan ORIG CO NAME XYZ Con	\$1,554.94	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
125	Total Electronic Withdrawals	\$612,386.72		
126				
127				
128	Daily Ending Balance			
129	2-Jan	\$1,004,824.42	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
130	3-Jan	\$1,020,137.32	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
131	8-Jan	\$1,087,074.66	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
132	7-Jan	\$993,497.96	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
133	8-Jan	\$1,003,924.81	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
134	9-Jan	\$940,077.01	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
135	10-Jan	\$965,076.54	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
136	13-Jan	\$1,066,558.34	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
137	14-Jan	\$1,079,839.13	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
138	15-Jan	\$1,009,513.64	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
139	16-Jan	\$1,025,322.00	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
140	17-Jan	\$1,069,626.53	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
141	21-Jan	\$1,080,953.68	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
142	22-Jan	\$1,114,782.71	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
143	23-Jan	\$1,157,101.99	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
144	24-Jan	\$463,168.22	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
145	27-Jan	\$496,283.43	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
146	28-Jan	\$546,230.11	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
147	29-Jan	\$659,441.46	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
148	30-Jan	\$430,145.52	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
149	31-Jan	\$443,883.90	0000bb00000123456789	PAYMENT & COLLECTION ACCOUNT
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© 2014 Domestic CSV Example JPM Bank S				

Bank Statements

1

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

CHASE		January 01, 2014 through January 31, 2014 Account Number 1234567890	
ELECTRONIC WITHDRAWALS (continued)			
DATE	DESCRIPTION	AMOUNT	
01/02	Chq/Direct Vw: XYZ Company LTD-2 A/C: XYZ Company LTD-1 Not Entered Ser: 0123456 Trn: 01234567890	5074.20	
01/03	Orig CO Name: XYZ Company LTD-1 Orig ID: 0123456789 Desc Date: 123456 CO Entry Desc: Web Pmts Sec Web Trace#: 11000012345678 Eed: 123456 Ind ID: 01234 Ind Name: UVW Company LTD-1 1234567890 Trn: 01234567890	3,510.00	
01/09	Orig CO Name: XYZ Company LTD-3 Orig ID: 0123456789 Desc Date: 123456 CO Entry Desc: Usatxpyntec: COG Trace#: 11000012345678 Eed: 123456 Ind ID: 012345678901234 Ind Name: UVW Company LTD-1 Trn: 01234567890	1,037.12	
01/03	Orig CO Name: XYZ Company LTD-3 Orig ID: 0123456789 Desc Date: 123456 CO Entry Desc: Usatxpyntec: COG Trace#: 11000012345678 Eed: 123456 Ind ID: 012345678901234 Ind Name: UVW Company LTD-1 Trn: 01234567890	20.50	
01/04	JPMorgan Access Transfer From Account 1234567890	562,104.73	
01/04	Orig CO Name: XYZ Company LTD-1 Orig ID: 0123456789 Desc Date: Offset CO Entry Desc: Direct Debit Trace#: 11000012345678 Eed: 123456 Ind ID: 01234567890 Ind Name: EFT File Name: B685E EFTACH Created Offset For Origine: 0123456789 CO Eff Date: 1234567 1234567890 Trn: 01234567890	1,875.00	
01/08	JPMorgan Access Transfer From Account 1234567890	227.43	
01/08	Chq/Direct Vw: XYZ Company LTD-2 A/C: XYZ Company LTD-1 Not Entered Ser: 0123456 Trn: 01234567890	3,100.00	
01/09	Orig CO Name: XYZ Company LTD-3 Orig ID: 0123456789 Desc Date: 123456 CO Entry Desc: Usatxpyntec: COG Trace#: 11000012345678 Eed: 123456 Ind ID: 012345678901234 Ind Name: UVW Company LTD-1 Trn: 01234567890	903.12	
01/08	Orig CO Name: XYZ Company LTD-3 Orig ID: 0123456789 Desc Date: 123456 CO Entry Desc: Usatxpyntec: COG Trace#: 11000012345678 Eed: 123456 Ind ID: 012345678901234 Ind Name: UVW Company LTD-1 Trn: 01234567890	18.50	
01/03	Orig CO Name: XYZ Company LTD-3 Orig ID: 0123456789 Desc Date: Offset CO Entry Desc: Direct Debit Trace#: 11000012345678 Eed: 123456 Ind ID: 012345678901234 Ind Name: EFT File Name: B685E EFTACH Created Offset For Origine: 0123456789 CO Eff Date: 1234567 1234567890 Trn: 01234567890	1,204.94	
Total Electronic Withdrawals		\$612,386.72	
Your service charges, fees and earnings credit have been calculated through account analysis.			
DAILY ENDING BALANCE			
DATE	AMOUNT	DATE	AMOUNT
01/02	\$1,004,824.42	01/17	1,000,820.03
01/03	1,026,137.32	01/21	1,000,000.00
01/06	1,007,074.06	01/22	1,114,702.71
01/07	908,487.50	01/23	1,167,301.09
01/08	1,003,624.91	01/24	653,108.22
01/09	348,077.01	01/27	400,208.43
01/10	606,070.54	01/28	640,200.11
01/13	1,006,509.94	01/29	660,443.46
01/14	1,070,000.13	01/30	420,145.02
01/15	1,306,613.04	01/31	442,863.00
01/16	1,326,302.00		

Bank Statements



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

J.P.Morgan				Account Statement		
ACCOUNT NAME: XYZ COMPANY LTD ACCOUNT NUMBER: 123456789 IBAN: 1234567890 ACCOUNT TYPE: DEMAND DEPOSIT ACCOUNT				STATEMENT DATE: 31 JAN 2014 CURRENCY: USD STATEMENT PERIOD FROM: 1 JAN 2014 TO 31 JAN 2014 STATEMENT NUMBER: 012345 PAGE NUMBER: 3 of 4 TAX ID		
Reference	Transaction Date	Transaction Type	Value Date	Debit	Credit	Balance
Inward Clearing Debit CUSTREF 000012345	8 JAN	CHK	8 JAN	6,850.43		1,214,273.28
Mixed Income Credit CUSTREF 1123456: BANK REF PAYROLL BENEFICIARY XYZ Company LTD ABC Company LTD: INTERCOMPANY TRANSFER: PAY METHOD BOOK TRANSFER	9 JAN	MISC	9 JAN		30,000.00	1,244,273.28
Inward Clearing Credit CUSTREF 1234567890: BANK REF T1234567890: BIC REF1234567890: ABC CML LTD: 12 ABC ST BIG CITY BENEFICIARY XYZ Company LTD ABC Company LTD: CONTRACT 1234567: RFR1234567890: ACC INTERCOMPANY PAYABLE: PAY METHOD INCOMING SWIFT	10 JAN	MISC	10 JAN		1,470,497.97	1,570,668.67
Inward Clearing Debit CUSTREF 000012345	13 JAN	CHK	13 JAN	109,596.00		2,461,072.67
Inward Clearing Debit CUSTREF 000012345	13 JAN	CHK	13 JAN	6,982.00		2,500,752.37
Inward Clearing Debit CUSTREF 000012345	14 JAN	CHK	14 JAN	164.10		2,501,598.27
Inward Clearing Debit CUSTREF 000012345	14 JAN	CHK	14 JAN	234.06		2,664,956.27
Inward Clearing Debit CUSTREF 000012345	14 JAN	CHK	14 JAN	7,000.00		2,591,354.27
Total Drt				435,620.67	Total Cr	1,846,768.30

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

Billing Statements

2

Activity Summary:

LINE	PRODUCT LINE AND DESCRIPTION	BANK SERVICE CODE	APP SERVICE CODE	UNIT PRICE (\$)	VOLUME	SERVICE CHARGE (\$)	BALANCE (EQUIVALENT) (\$)	FEE-BASED CHARGES (\$)
1	CUSTOMER NAME: ABC Company LTD							
2	DEPOSIT ACCOUNT: 0123 0000bb000123456789							
3	EFFECTIVE DATE: 201401							
4								
5	ACCOUNT SERVICES							
7	ACCOUNT MAINTENANCE	01005	010000	XXX	1	XXX	141,289	XX XX
8	STATEMENT CYCLES	01010	010007	XXX	1	XX XX	0	XX XX
9	AUDIT CONFIRMATIONS	01025	010010	XXX	1	XX XX	353,228	XX XX
10	SUBTOTAL					XXX	494,517	
11								
12	FUNDS TRANSFER SERVICES							
13	REPETITIVE INSTRUCTION STORAGE	05002	050051	XXX	2	XXX	0	XX XX
14	SUBTOTAL					XXX	0	
15								
16	JPMORGAN ACCESS							
17	ACCOUNT MAINT - 1 YEAR HISTORY	08005	400002	XXX	2	XX XX	659,385	XX XX
18	USER MODULE FEE	08007	400009	XXX	21	XX XX	0	XX XX
19	JPM ACCESS-MONTHLY MAINT	07357	400009	XX XX	1	XX XX	0	XX XX
20	SUBTOTAL					XXX	659,385	
21								
22	PREMIUM ASSESSMENT FEE							
23	PREMIUM ASSESSMENT FEE	00005	000226	XXX	5,000,000	XX XX	2,599,977	XX XX
24	SUBTOTAL					XX XX	2,599,977	
25								
26								
27	TOTAL CHARGE FOR SERVICES		050280			XX XX	0	
28	TOTAL FEE BASED CHARGES		000330			XX XX	0	
29	BAL COMPENSABLE SRVC CHARGES		080031			XX XX	0	
30	BAL EQUIVLENT TOT SERVICE CHRG		000400			XX XX	3,753,846	
31								
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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:

1	CUSTOMER NAME: ABC Company LTD		
2	DEPOSIT ACCOUNT: 0123 00000000012345678		
3	EFFECTIVE DATE: 201401		
4			
5	ABC Company LTD	14/02/2014	
6	123 WEST MADRAGH ST	Tax Registration Number:	123456789012345678901234567890
7	ROSBYLE		
8	LONDON E14 2LS	Statement Reference No:	0123-01-000000000123456789012345678901234567890
9	UNITED KINGDOM	Account No:	12345678
10			
11	Contact:	AB SOLUTIONS CENTRE	+44 (0)1234 123456
12			
13			
14		From:	21/01/2014
15		To:	28/01/2014
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Customer Analysis:

1	CUSTOMER NAME: ABC Company LTD		
2	DEPOSIT ACCOUNT: 0123 00000000012345678		
3	EFFECTIVE DATE: 201401		
4			
5	Account No:	12345678	DDA ACCOUNT
6			
7	Total Charge For Service This Period	XX.XX	
8	**Service Charge Amount in USD	XX.XX	
9	(DOLLAR)	To Account	0123 00000000012345678
10			
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Billing Statements

2

Transaction Detail:

Transaction Date	APAC Reference	Customer Reference	Volume	Transaction Amount	Transaction Currency
ELECTRONIC PAYMENTS - URGENT					
DETAIL FOR 1234 BOOK PURCH RECPT (1)					
02/01/2014	1234567	1234ABC1234567890	1	261,900.00	USD
31/01/2014	1234567	1234ABC1234567890	1	20,000.04	USD
31/01/2014	1234567	1234ABC1234567890	1	406,382.59	USD
ELECTRONIC RECEIPTS - URGENT					
DETAIL FOR 1234 URGENT RECEIPT (1)					
02/01/2014	1234567	1234ABC1234567890	1	12,160.80	USD
02/01/2014	1234567	1234ABC1234567890	1	108,100.00	USD
31/01/2014	1234567	1234ABC1234567890	1	892,000.00	USD
DETAIL FOR 1234 MARQUE RECEIPT (1)					
08/01/2014	1234567	1234ABC1234567890	1	10,000.00	USD
DETAIL FOR 1234 BOOK TRANSFER RECEIPT (1)					
02/01/2014	1234567	1234ABC1234567890	1	417,441.01	USD
02/01/2014	1234567	1234ABC1234567890	1	96,013.00	USD
27/01/2014	1234567	1234ABC1234567890	1	247,977.16	USD
27/01/2014	1234567	1234ABC1234567890	1	2,892.00	USD
29/01/2014	1234567	1234ABC1234567890	1	72,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	8,842,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	2,763,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	864,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	5,000,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	20,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	44,400.00	USD
30/01/2014	1234567	1234ABC1234567890	1	58,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	1,000,000.00	USD
30/01/2014	1234567	1234ABC1234567890	1	41,100.00	USD

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.

Line	Section	Item	Volume	Unit	Price	Charge for
1	Statement Header	ABC COMPANY				
2	Statement Header	FIRST STREET				
3	Statement Header	HEADLINE				
4	Statement Header	LONDON SW4 7TH				
5	Statement Header	UNITED KINGDOM				
6	Statement Header					
7	Statement Header					
8	Statement Header					
9	Statement Header	Contact				
10	Statement Header	AB SOLUTION CENTRE #44 (0)1234 56789				
11	Statement Header					
12	Statement Header					
13	Statement Header					
14	Statement Header					
15	Statement Header	Accounts No.	56789012345678			
16	Customer Analysis	Customer Analysis				
17	Customer Analysis	Total Charge For Service This Period	XXXX			
18	Customer Analysis	***Sachet Charge Amount in USD	XXXX			
19	Customer Analysis	(GCLAR)				
20	Customer Analysis					
21	Activity Summary	Service	Service Description	Cur	Charge for	Cur
22	Activity Summary		Activity Summary			
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Billing Statements

2

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:

J.P. Morgan		ACCOUNT ANALYSIS STATEMENT FOR JANUARY 2014		PAGE 1 OF 4	
JPMORGAN CHASE BANK, N.A. 150 LOMBARD AVE. HOUSTON TX 77002		DETAIL OF ACCOUNT 000 00000000123456789		ACCOUNT: 000 0000000123456789 PRODUCTION DATE: 02-05-2014	
				OFFICER CONTACT: PAUL ROJMAN (212) 562-XXXX	
				OTHER CONTACT: JOHN LAPSTAR (212) 562-XXXX	
BALANCE AND COMPENSATION ANALYSIS					
EARNINGS ALLOWANCE RATE: XX.XX%					
MULTIPLIER: 64,750.07000					
AFP CODE	DESCRIPTION	BALANCE INFORMATION	COMPENSATION INFORMATION		
00000	AVERAGE NET LEDGER BALANCE	3,000.00	0.00		
00000	LESS AVERAGE FLOAT BALANCE	00	00		
00010	AVERAGE NET COLLECTED BALANCE	3,000.00	0.00		
00001	AVG POSITIVE COLLECTED BALANCE	5,000.00	0.00		
00002	LESS ODA BAL RESERVE REQUIREMENT	00	00		
00000	INVESTABLE BALANCE	3,000.00	0.00		
00000	BAL. EQUIV. NET TOT. SERVICE CHARGE	XX.XX	XX.XX		
00010	EXCESS(SURPLUS) INVESTABLE BAL.	XX.XX	XX.XX		
00000	EARNINGS ALLOWANCE	XX.XX	XX.XX		
00001	BAL. COMPENSABLE SVCS CHARGES	XX.XX	XX.XX		
00001	EXCESS(SURPLUS) EARNING ALLOW.	XX.XX	XX.XX		
00001	SERVICE CHARGE AMOUNT	XX.XX	XX.XX		

Billing Statements

2

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:

J.P.Morgan ABC COMPANY LTD 85 WEST MADISON ST FROEDVILLE LONDON EN 2 2LS UNITED KINGDOM		04/02/2014 Billing Statement Tax Registration Number: 000-1234-56 (Member SFA & BANC)			
		Statement Reference No: 0123-00-00000000000000000000-12345678-12345678			
		From: 01/01/2014 To: 31/01/2014 Due/Value Date: 20/02/2014 Page: 1			
Contact: TS SOLUTION CENTRE +02 (0) 1234 56789					
Group No.	0123 00	00000012345678	GROUP ACCOUNT		
Accounts Included in This Billing Statement:					
Account No.	0123 00000012345678	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Account No.	0123 00000000000000000000	0123 00000000000000000000	0123 00000000000000000000		
Total Charge For Service This Period:		XX.XX			
Total Tax Amount:		XX.XX			
*** Service Charge Amount in USD (DOLLAR)		XX.XX			
		To Account	0123 00000000000000000000		
Activity Summary					
Service Type	Service Description	Curr	Charge for Service		
00123	ACCOUNT SERVICES	USD	XX.XX		
00456	ELECTRONIC PAYMENTS - URGENT	USD	XX.XX		
00789	ELECTRONIC RECEIPTS - URGENT	USD	XX.XX		
00523	EB - ONLINE BANKING	USD	XX.XX		
	Total	USD	XX.XX		
Total Charge for Services		USD	XX.XX		
Activity Detail					
Service Code	Service Description	Volume	Unit Price	Price ID	Charge for Service
ACCOUNT SERVICES					

Billing Statements

2

Group Activity Summary and Detail:

J.P.Morgan ABC COMPANY LTD 83 WEST MADISON ST ROSELVILLE LONDON EN 2 2LS UNITED KINGDOM		04082014 Billing Statement Tax Registration Number: 000 1234 00 Member: SFA & IMRC Statement Reference No: 0123-00-00000100012345678-12345678 Grouped From: 01/01/2014 To: 31/03/2014 Page: 1				
Contact: TS SOLUTION CENTRE +00 (0) 1234 56789						
Group No.	0123 00	00000012345678	GROUP ACCOUNT			
Account No.	0123 01	00000012345678	OSA ACCOUNT			
Total Charge For Service This Period						
Total Tax Amount		XX.XX				
		XX.XX				
***Service Charge Amount in USD (DOLLAR)		XX.XX				
			To Account 0123 00000012345678			
Activity Summary						
Service Type	Service Description	Curr	Charge for Service	Curr	Charge for Service	
00123	ACCOUNT SERVICES	USD	XX.XX			
00456	ELECTRONIC PAYMENTS - URGENT	USD	XX.XX			
00789	ELECTRONIC RECEIPTS - URGENT	USD	XX.XX			
00123	EB - ONLINE BANKING	USD	XX.XX			
Total		USD		USD	XX.XX	
					XX.XX	
Activity Detail						
Service Code	Service Description	Volume	Curr	Unit Price	Price ID	Charge for Service
ACCOUNT SERVICES						
0123	ACCOUNT MAINTENANCE (1)	1	USD	XX.XX		XX.XX
0456	AC STATEMENT PAPER (1)	1	USD	XX.XX		XX.XX
0789	INTEREST STATEMENT PAPER (1)	1	USD	XX.XX		XX.XX
1234	WTRD SWIFT REPORTING (1)	1	USD	XX.XX		XX.XX
Total			USD			XX.XX
ELECTRONIC PAYMENTS - URGENT						
1234	LCYCY PYMT EB STP (1)	50	USD	XX.XX		XX.XX
1234	FRCCY PYMT EB STP (1)	1	USD	XX.XX		XX.XX

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"
xmlns:n2="http://www.w3.org/2000/09/xmldsig#" xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance" xsi:type="ElectronicBillingMsg">
<header xsi:type="ResponseMessageHeader">
<messageId>1231234567892013-12-01T08:50:36.156-05:00L E# 2014-01-03-05:00</messageId> <inReplyTo>1234123456782013-12-01T08:50:36.156-
05:00L E# 2014-01-03-05:00</inReplyTo> <sentBy id="123BAJK
NAME_IL_A"><typedPartyId><partyId>123</partyId> <partyIdType>123</partyIdType> </typedPartyId> </sentBy> <creationTimeStamp>2014-01-
27T08:50:36.533-05:00</creationTimeStamp>
</header>
<electronicStatement>
<statementHeader>
<stmtSender>
<orgId><orgIdType>SW</orgIdType> <orgIdNum>CHASGB2L</orgIdNum> </orgId> <name>BANK NAME, N.A.</name> <legalName> BANK NAME,
N.A.</legalName> <contactInfo> <postAddress> <addressLine>125 ABC
STREET</addressLine> <city>London</city> <countrySubDivision><name>England</name> </countrySubDivision> <country>GB</country> <postCode>AB1Y
TAB</postCode> </postAddress> </contactInfo>
</stmtSender>
<stmtReceiver>
<name>ABC CLIENT</name> <legalName>ABC CLIENT LEGAL NAME</legalName> <contactInfo> <postAddress> <city>NEW
YORK</city> <country>US</country> </postAddress> </contactInfo>
</stmtReceiver>
</statementHeader>
<statement>
<account>
<accountLevel>Detail</accountLevel> <iban>0000000XXXXXX</iban> <iban>GB12ABCD12345612345678</iban> <statementStartDate>2013-12-01-
05:00</statementStartDate> <statementEndDate>2013-12-31-05:00</statementEndDate> <statementProductionDate>2014-01-03-
05:00</statementProductionDate> <statementStatus>Original</statementStatus> <accountName>ACCOUNTNAME
</accountName> <compensationMethod>DelayedDebit</compensationMethod> <debitAccount>XXXXXXXX</debitAccount> <delayedDebitDate>2014-01-
27-05:00</delayedDebitDate> <settlementAdvice>Statement Reference Number = 0123-01-0000000000XXXXXX-20131231/Debit Value Date = 2014-01-
27</settlementAdvice> <accountBalanceCurrencyCode>GBP</accountBalanceCurrencyCode> <settlementCurrencyCode>GBP</settlementCurrencyCode>
<taxRegionCode>TX123</taxRegionCode> <taxRegionResident>Yes</taxRegionResident>
</account>
</statement>
</electronicStatement>
</Twist>
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Contains sender info, unique message ID and time

Contains sender's name and contact info

Contains receiver's name and contact info

Contains account information

Billing Statements



BSB TWIST format (cont'd):

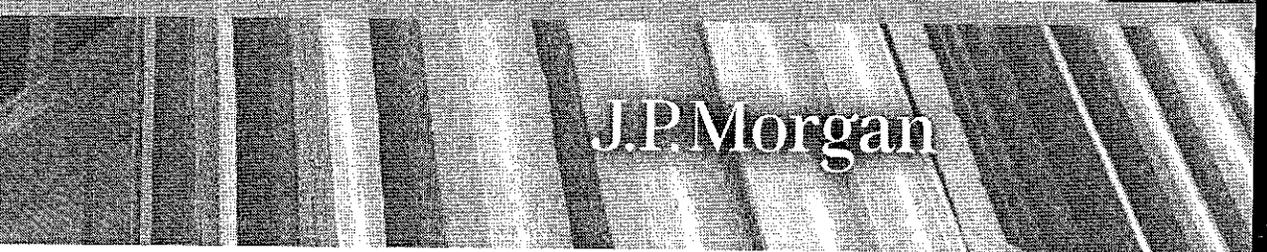
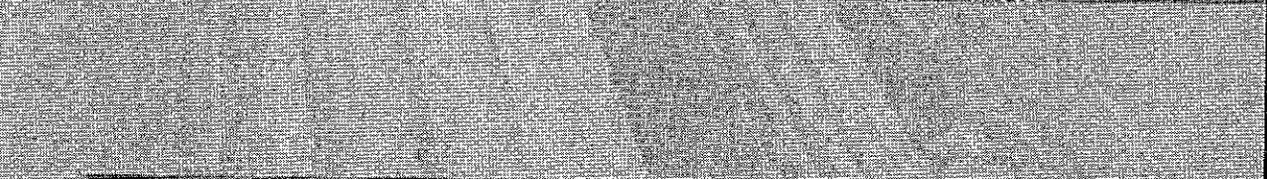
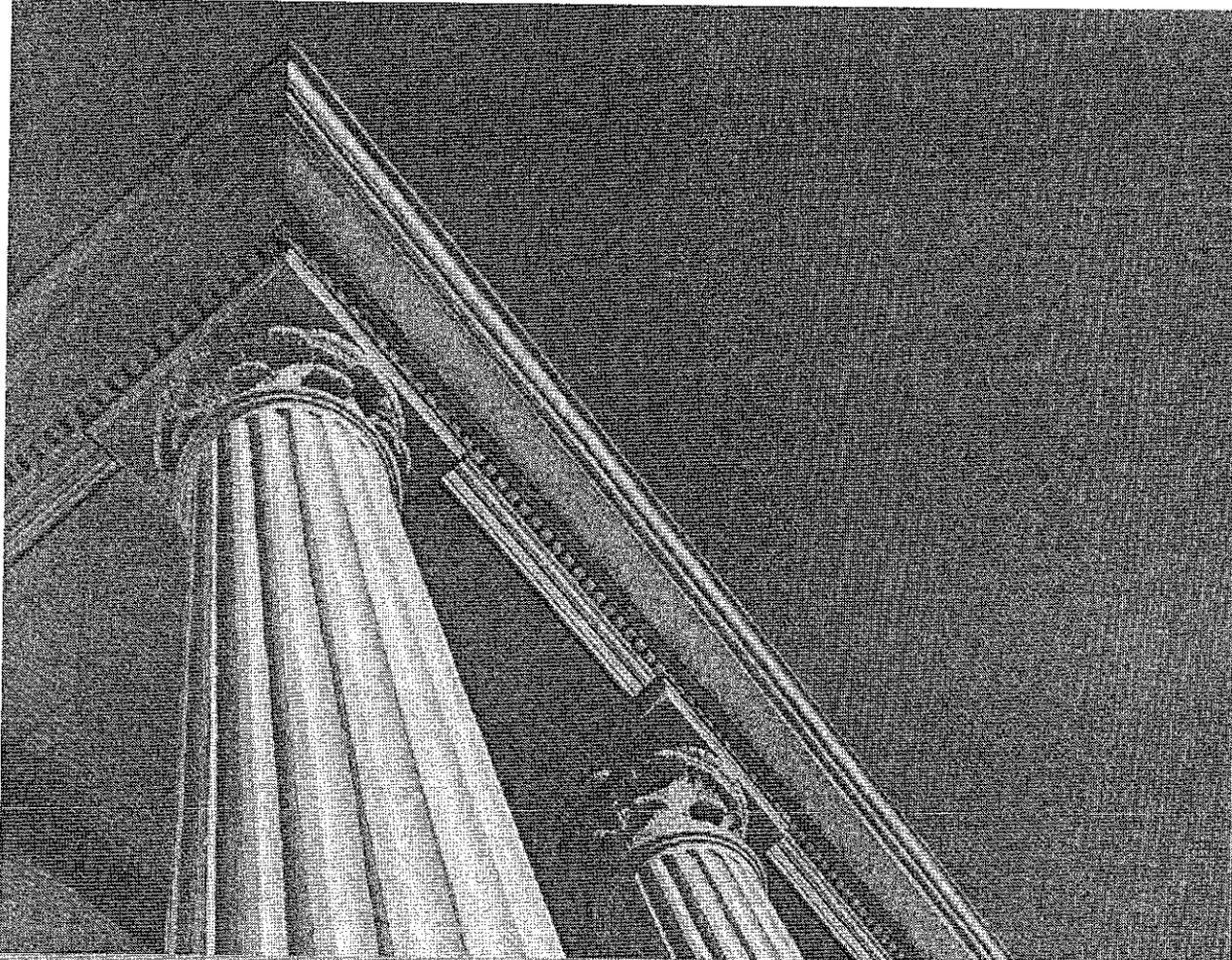
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</service>
</statement>
</electronicStatement>
</twist>
```

Contains all chargeable events on the account during billing cycle

Contains all chargeable events on the account during billing cycle

Contains all chargeable events on the account during billing cycle

Contains all chargeable events on the account during billing cycle



J.P. Morgan

EXHIBIT C

CONSULTANT'S ACCOUNT TERMS

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.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit 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.

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

6.3 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.

8.1 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; (v) to the auditors of the Customer; (vi) to the Bank's or its affiliates' or the Customer's examiners or other

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.

- 15.1 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.
- 15.3 Payable Branch; Deposits Outside of the U.S.** Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.
- 15.4 Commissions and Rebates.** In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law.

- 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.

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 reasonable 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. Where reasonably practical, the Bank may, but shall not be required to, provide the Customer advance notice of such reversal.