

## U.S. BANK COMMERCIAL CARD MASTER AGREEMENT FOR GOVERNMENT ENTITIES

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This Commercial Card Master Agreement (the “**Agreement**”) governs the U.S. Bank Commercial Card Program (the “**Commercial Card Program**”) and is entered into by and between U.S. Bank National Association ND (“**U.S. Bank**”) and the Government Entity of City of Overland Park (“**Government Entity**”). This Agreement shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like agreement(s) with Government Entity.

### I. CREDIT PROVISIONS

- A. Financial Information.** The establishment of a Commercial Card Program provides an extension of credit, and Government Entity shall provide sufficient information for U.S. Bank to perform periodic credit reviews. To become credit qualified, the Government Entity shall provide the last three (3) years of audited financial statements to U.S. Bank to the issuance of any cards and annual financial statements provided on or before one hundred eighty (180) days after the end of the Government Entity’s fiscal year. If satisfactory financial information can be found on the Government Entity’s website, U.S. Bank will not require the Government Entity to provide financial information that it can obtain on its own.
- B. Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an “**ACL**”) for each Account and an Aggregate Product Credit Limit (the “**PCL**”) for all Accounts shall be established by U.S. Bank pursuant to this Agreement.
- 1. Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Government Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
  - 2. Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
    - a. Government Entity Accounts.** U.S. Bank shall provide notice to Government Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
    - b. Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Government Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars (\$500.00).
    - c. Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
- C. ATM Access/Cash Advances.** U.S. Bank provides access to Cash Advances through owned and participating bank automated teller machines and Association member offices. If Government Entity elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity.
- D. Convenience Checks.** U.S. Bank can issue Convenience Checks to Cardholders designated by Government Entity. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder’s Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity. There are a number of limitations associated with Convenience Checks:
- 1. Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of Purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check, the identity of the person signing the Convenience Check, or restrict the use of Convenience Checks to specific merchant types.
  - 2. Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a Purchase.
  - 3. Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder’s Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Government Entity.

**II. U.S. COMMERCIAL CARD PROGRAMS**

- A. Card Products.** U.S. Bank may provide the following Card Products to Government Entity and its Cardholders. Card Product availability and for which Government Entity has been approved are specified in Schedule 1.
- 1. U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Government Entity. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.
  - 2. U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card designed for use by Government Entities or Cardholders to charge business related goods and services. Government Entity may also elect to have Cards issued to family members relocating employees. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of the Government Entity and its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
  - 3. U.S. Bank Executive Card.** The U.S. Bank Executive Card is a specialized Corporate Card that includes a premium package of services for top executives of Government Entity. Issuance of Executive Cards is limited to select employees.
  - 4. U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Government Entity.
  - 5. U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Government Entity. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
- B. Card and Account Issuance.** Government Entity shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Government Entity during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through access online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.
- 1. Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder who may have sole and/or shared liability for any Debt incurred under this Agreement.
  - 2. Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
  - 3. Card Delivery.** Unless Government Entity notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.
- C. Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between Card Products. Billing option availability and the billing options for which Government Entity has been approved is specified herein in Schedule 1. Government Entity or Cardholder shall pay the amount due on the Statement by the Due Date.
- 1. Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Government Entity may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
  - 2. Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Government Entity will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Government Entity receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
  - 3. Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified in Section V. R. herein or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
  - 4. Merchant Category Disclaimer.** Upon request by Government Entity, U.S. Bank may either prevent or restrict usage of its Card Products to selected merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:



- a. **U.S. Bank Confidential Information.** U.S. Bank and Government Entity agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Government Entity agrees that Commercial Card Program and/or Global Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Government Entity to manage the Commercial Card Program or Global Commercial Card Program and/or use such information in connection with Government Entity's business.
- b. **Government Entity Confidential Information.** U.S. Bank and Government Entity agree that any non-public financial information of Government Entity and any non-public data regarding Government Entity Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Government Entity and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program and/or Global Commercial Card Program.
2. **Restriction.** Government Entity and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program and/or Global Commercial Card Program.
3. **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
4. **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Section III.B, without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
5. **Exceptions.** With respect to Confidential Information, U.S. Bank and Government Entity agree that the other may use and disclose such information for the following purposes:
  - a. **Normal Business Operations.** U.S. Bank and Government Entity may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.
  - b. **Legal and Regulatory Requirements.** U.S. Bank and Government Entity may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Government Entity, respectively, or as otherwise may be required by law, rule or regulation including but in no way limited to the Kansas Open Records Act.
  - c. **Summarized Data.** U.S. Bank and Government Entity may use and disclose Data to any third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Government Entity, and/or Cardholders.
  - d. **Archived Data.** U.S. Bank and Government Entity are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
  - e. **Third Parties.** Government Entity acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, merchants, and merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

#### IV. TERM AND TERMINATION

- A. **Term.** This Agreement shall remain in effect for an initial "Base Period" of five (5) years beginning on the date indicated under the column labeled "Commencement Date" and shall continue thereafter until terminated by either party by giving (90) days prior written notice to the other Party; provided, however, that during the initial Base Period, as defined in Schedule 1, neither party may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Section.
- B. **Termination for Cause by Either Party.** Either Party shall have the right to immediately terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or immediately terminate this Agreement in its entirety, by providing written notice of such termination to the other Party, upon one or more of the following events:
  1. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;
  2. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
  3. Any failure to perform a material obligation of this Agreement;
  4. If any material statement, representation or warranty of a Party, its affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
  5. A material breach of any other agreement entered into by the Parties.
- C. **Termination for Cause by Government Entity.** Government Entity shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:

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1. U.S. Bank's reduction of Government Entity's Credit Line and/or Credit Limits, as defined in Section I. B., has materially and adversely affected Government Entity's utilization of any Card Product or the Commercial Card Program.
  2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Government Entity by U.S. Bank in contemplation of this Agreement, provided that:
    - a. Government Entity has worked with U.S. Bank to develop a thirty (30) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
    - b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.
- D. Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Government Entity upon one or more of the following events:
1. Government Entity merges, sells or otherwise transfers all or substantially all of its assets that causes a material change to Government Entity's business and/or financial condition.
  2. A material adverse change in the business prospects or financial condition of the Government Entity.
  3. The overall relationship is unprofitable for U.S. Bank, provided that:
    - a. U.S. Bank has worked with Government Entity to develop a sixty (60) day action plan to return the relationship to profitability; and
    - b. Government Entity has failed to successfully complete all deliverables agreed to in the action plan.
- E. Effect of Termination.** Upon termination of this Agreement, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification. Such cancellation shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Government Entity shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Government Entity shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options on Schedule 1.
- F. Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or termination of this Agreement in its entirety, shall survive any such termination.

**V. OTHER TERMS AND CONDITIONS**

- A. Intellectual Property.** Government Entity and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Government Entity and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
- B. No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Government Entity by U.S. Bank is for the sole and exclusive benefit of Government Entity and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.
- C. Indemnification.** Except as otherwise provided herein, the Parties' indemnification obligations under this Agreement are as follows:
1. **U.S. Bank Indemnification.** U.S. Bank shall indemnify and hold the Government Entity harmless against all losses, damages, costs, expenses and liability that may directly result from (i) the negligence or willful act or omission of U.S. Bank, or its representatives, successors or permitted assigns, or (ii) any breach by U.S. Bank of any material provision of this Agreement that is not cured by U.S. Bank within thirty (30) days of U.S. Bank's receipt of written notice from the Government Entity of such breach, except to the extent that any such losses, damages, costs, expenses and liability is due or attributable to the gross negligence or willful acts or omissions of the Government Entity.
  2. **Intellectual Property Indemnification.** Except to the extent that injury is due to the Government Entity's negligent or intentional acts or omissions, U.S. Bank shall indemnify and hold the Government Entity against third-party demands, claims, suits, or proceedings alleging infringement of any Intellectual Property arising out of or incidental to this Agreement.
- D. Limitation of Liability.** NEITHER GOVERNMENT ENTITY, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.
- E. Representations and Warranties.** Each Party represents and warrants with respect to such Party that:
1. This Agreement constitutes a valid, binding and enforceable agreement;
  2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
  3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and

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4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section V.B.3.

- F. **Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Government Entity and U.S. Bank.
- G. **Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- H. **Non-Waiver.** The failure of U.S. Bank or Government Entity to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Government Entity of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- I. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either Party without the prior written approval of the other Party.
- J. **Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- K. **Commercial Card Program and Card Issuance.** U.S. Bank has approved Government Entity for the Commercial Card Program in the United States and shall provide the products and options indicated in Schedule 1. Government Entity shall designate to U.S. Bank proposed employees who are anticipated to incur expenses on behalf of Government Entity and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit transaction may not be in the same amount as the original debit transaction.
- L. **Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses set forth below, unless otherwise specified herein, and must be in writing, postage prepaid or hand delivered. Either Party may change its address by written notice to the other Party.

U.S. Bank	Government Entity
U.S. Bank National Association ND Corporate Payment Systems Mail Code EP-MN-L26C 200 South Sixth Street Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	City of Overland Park 8500 Santa Fe Drive Overland Park, KS 66212 U.S.A.

- M. **USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Government Entity and Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Government Entity and Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Government Entity and Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

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- N. Governing Law.** Except as provided to the contrary herein, the law of the State of Kansas and applicable federal laws and regulations of the United States shall apply to all Commercial Card Program services provided by U.S. Bank.
- O. Interchange Rate.** U.S. Bank predicates the pricing contained within this Agreement on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) interchange rates (from those rates in effect as of the Commencement Date that is shown in Schedule 1, Section C of this Agreement) or 2) regulation of such interchange rates, U.S. Bank shall have the right to negotiate a new offering with Government Entity. If the Parties cannot reach an agreement on the new offering, either Party may terminate this Agreement upon sixty (60) days prior written notice.
- P. Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Government Entity are subject to the following additional agreements and/or regulations:
  - 1. Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the “NACHA Rules”);
  - 2. Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and
  - 3. Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- Q. Disputes.** All disputes regarding Charges or billings for the U.S. Bank Commercial Card Program shall be communicated in writing through Access Online or by mail within sixty (60) days of statement date to U.S. Bank at the address set forth below:

U.S. Bank  
 P.O. Box 6344  
 Fargo, ND 58125-6344 U.S.A.

- R. Customer Service.** Government Entity and Cardholders may call the following telephone numbers to report lost or stolen Cards or compromised Accounts, or to ask questions about Commercial Card Program Services or U.S. Bank Accounts.

800-344-5696 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083(Program Administrator, Software Customer Service)	6:30 a.m.-8:00 p.m., CST Monday-Friday

- S. Local Amendments.** This Agreement is subject to modifications required by the City of Overland Park found in Addendum A, City Contractual Provisions Addendum, is attached hereto and incorporated by reference herein. Also incorporated by reference is the City’s Request for Qualifications dated June 21, 2011 and U.S. Banks’ response to same (the “RFQ”). In case of conflict or inconsistency between the terms of this Agreement, the City Contractual Provisions Addendum and the RFQ, the following order of precedence shall apply:

- City’s Contractual Provisions Addendum
- RFQ
- Agreement

**VI. DEFINITIONS**

- A. Definitions.** All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

- 1. **“Account”** means any account established by U.S. Bank pursuant to this Agreement in the name of Government Entity and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
- 2. **“Affiliate”** means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.
- 3. **“Ancillary Services”** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances and Convenience Checks.
- 4. **“Association”** means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
- 5. **“Billing Cycle”** means the period of time from which a Statement is generated until the next Statement is generated.
- 6. **“Card”** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Government Entity and/or Cardholders.

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7. **"Cardholder"** means an individual employee of Government Entity, named as the holder of the Account or using the Account in the name of Government Entity, regardless of whether a physical card is issued in conjunction with the Account.
8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
9. **"Card Products"** means the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Managed Spend Card, Executive Card and One Card, as individually defined in Section II A.
10. **"Cash Advance"** means an advance of cash in the form of cash or check that, if permitted according to the terms of this Agreement, is charged to an Account.
11. **"Cash Advance Fee"** means the fee charged by U.S. Bank for a Cash Advance according to the terms of Schedule 1.
12. **"Central Billing Account"** means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. Central Billing Account includes, but is not limited to **"Central Billing Accounts"**, **"Central Travel Accounts" (CTA)** and **"Central Travel System Accounts" (CTS)**.
13. **"Charge"** means any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
14. **"Charge-off"** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
15. **"Commercial Card Program"** means the Card Products and Ancillary Services offered by U.S. Bank or a participating bank.
16. **"Control"** or **"Controlled"** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
17. **"Convenience Checks"** means the drafts drawn against an Account by the Cardholder for Purchases.
18. **"Credit Limit"** means, with respect to an Account, the maximum amount of Debt that can remain outstanding and unpaid on an Account.
19. **"Credit Line"** means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts belonging to Government Entity.
20. **"Data"** means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a lead and/or participating bank associated with the Global Commercial Card Program.
21. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Government Entity and/or Cardholders.
22. **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
23. **"Fees"** means all fees that are posted to an Account and due and payable to U.S. Bank by Government Entity and/or its Cardholders that are associated with any Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
24. **"Foreign Transaction Fee"** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
25. **"Fraudulent Charges"** mean those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder.
26. **"Intellectual Property"** or **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
27. **"Late Fee"** means the fees associated with any Debt that remains unpaid to U.S. Bank by Government Entity and/or Cardholders after the Due Date on the Statement.
28. **"MasterCard"** means MasterCard<sup>®</sup> USA, Inc., MasterCard International, and any other MasterCard entity identified in Schedule 1.
29. **"Merchant Category Code"** means the code established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.
30. **"Parent"** means any Person that Controls a Party.
31. **"Party"** means any one of U.S. Bank or Government Entity, and **"Parties"** means U.S. Bank and Government Entity.
32. **"Past Due Balance"** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Government Entity and/or Cardholder after the Due Date specified on such Statement.



33. **“Person”** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
34. **“Political Subdivision Addendum”** means the Commercial Card Program Political Subdivision Addendum provided by U.S. Bank to eligible Political Subdivisions to use to join Government Entity’s Commercial Card Program and attached to this Agreement as Exhibit 2.
35. **“Program Administrator”** means the employee designated by Government Entity to serve as the primary point of contact between Government Entity and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Government Entity.
35. **“Purchase”** means a purchase of goods and/or services that is charged to an Account.
36. **“Statement”** means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
37. **“Summary Statement”** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
38. **“Transaction”** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
39. **“Visa”** means Visa<sup>®</sup> USA, Inc., Visa International Service Association, Inc. and any other Visa entity identified in Schedule 1.

**VII. SCHEDULES.** The following schedules are attached to and incorporated into this Agreement:

- A. Schedule 1 – Approved Card & Account Products/ Ancillary Services/Fees
- B. Schedule 2 – Revenue Sharing Opportunity
- C. Schedule 3 – Large Ticket Revenue Sharing Opportunity

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

**VIII. AUTHORIZATION AND EXECUTION**

- A. Authorization.** Government Entity certifies to U.S. Bank that the person executing this Agreement is authorized by Government Entity in accordance with its organization rules and applicable law to bind Government Entity to the Terms and Conditions of this Agreement, including the authority to incur Debt in the name of Government Entity.
- B. Execution.** By signing below, the individual(s) signing this Agreement in his or her capacity as an authorized signing officer of Government Entity and not in his or her personal capacity, certifies and warrants that (1) all action required by Government Entity's organizational documents to authorize the signer(s) to act on behalf of Government Entity in all actions taken under this Agreement, including but not limited to, the authority to incur Debt on behalf of Government Entity, has been taken, (2) each signer is empowered in the name of and on behalf of Government Entity to enter into all transactions contemplated in this Agreement and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
- C. Reliance.** Government Entity has read, understands and agrees to all terms and conditions in this Agreement, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Agreement.
- D. Signatures.** In witness whereof, the Parties have, by their authorized representatives, executed this Agreement.

Dated this _____ day of _____	Dated this _____ day of _____
<b>By Government Entity:</b> City of Overland Park	<b>By U.S. Bank:</b> U.S. Bank National Association ND
(Entity Name)	
(Signature of Authorized Signer)	(Signature of Authorized Signer)
(Printed Name of Authorized Signer)	Jeffrey A. Rankin (Printed Name of Authorized Signer)
(Printed Title of Authorized Signer)	Senior Vice President (Printed Title of Authorized Signer)

Approved as to form:

\_\_\_\_\_  
(Signature of Attorney for Government Entity)

\_\_\_\_\_  
(Printed Name of Attorney)

ATTEST:

\_\_\_\_\_  
Marian Cook

**Schedule2  
Revenue Sharing Opportunity**

**A. Commercial Cards & Accounts**

CARD PRODUCT FEES					
Card Product	Liability Option	Billing Cycle	Payment Due Date	Card Product Fees	
Corporate Cards/Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	25 Days	Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount  Minimum Late Fee  Travel Accident Insurance: \$250,000.00	0%  2.5%  \$2.00  \$0.00
Purchase Cards/Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount  Minimum Late Fee	1.0%  2.5%  \$2.00
One Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount  Minimum Late Fee  Travel Accident Insurance: \$250,000.00	1.0%  2.5%  \$2.00  \$0.00
Central Billing Accounts  [Central Travel Account/Event Planner/Central Relocation] <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount  Minimum Late Fee  Travel Accident Insurance: \$250,000.00	0%  2.5%  \$2.00  \$0.00
Managed Spend/Declining Balance Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Product or Program Type: <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card  Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	Corporate Card: 25 Days  Purchase Card and One Card: 14 Days	Corporate Card: Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee  Purchase Card and One Card: Not Paid by Due Date on the entire past due amount  Not Paid by Each Subsequent Billing Cycle on the entire past due amount  Minimum Late Fee  Travel Accident Insurance: \$250,000.00	0%  2.5% \$2.00  1.0%  2.5%  \$2.00  \$0.00
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Contingent	Monthly	25 Days	Annual Card Fee: Up to 1% of Cards Issued Over 1% of Cards Issued  Travel Accident Insurance: \$1,000,000.00  Not Paid by Due Date Not Paid by Each Subsequent Billing Cycle  Minimum Late Fee	\$0.00 \$100.00  \$0.00  0% 2.5%  \$2.00

**Schedule2  
Revenue Sharing Opportunity**

**The Following Fees Apply to All Card Products**

Annual Card Fee	\$ 0.00
Overnight Card Delivery Fee	\$20.00
Non-Sufficient Funds Fee	\$15.00
Statement Copy	\$ 5.00
Draft Copy	\$ 5.00

**B. Ancillary Services and Fees**

Ancillary Service	Description	Fee
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Product or Program Type <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card	Transaction Fee Minimum Fee  Returned Check Fee Stop Payment Fee Copy Fee	2.5% \$2.00  \$15.00 \$15.00 \$5.00
ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Product or Program Type <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card	Transaction Fee Minimum Fee	2.5% \$2.00

**C. Contract Term**

Commencement Date	Base Period
<input checked="" type="checkbox"/> Date of Contract Execution by U.S. Bank  <input type="checkbox"/> Other Date: _____	Five Years

**D. Foreign Transaction Fees.** U.S. Bank currently assesses a two and one half percent (2.5%) Foreign Transaction Fee but reserves the right to raise the fee with sixty (60) days prior written notice to Government Entity.

**E. Sales Volume Estimates.** Schedule 2 has been prepared by U.S. Bank using the following non-binding sales volume estimates which were provided to U.S. Bank by Government Entity:

**1. Purchase Card**

Year	Estimated Sales Volume
1	\$20,000,000.00
2	\$20,000,000.00
3	\$20,000,000.00
4	\$20,000,000.00
5	\$20,000,000.00

**A. Purchase Card Revenue Share.**

**1. Terminology.**

- a. **“Account”** means any account number to which Charges and payments may be posted. This includes Purchase Cards and Central Billing Managed Spend/Declining Balance Accounts.
- b. **“Agreement Year”** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
- c. **“Average Transaction Size”** means the Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
- d. **“Charge-off”** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- e. **“File Turn Days”** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
- f. **“File Turn Days Payment Performance”** means the average speed of repayment of Charges made for each Agreement Year.

**Schedule2**  
**Revenue Sharing Opportunity**

- g. “Fraudulent Charges”** means those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder
  - h. “Net Annual Charge Volume”** means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
  - i. “Revenue Share”** means the combination of the Performance Rebate and Volume Rebate.
  - j. “Total Rebate Percentage”** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.
- 2. Conditions.** The following conditions apply to all Revenue Share opportunities:
- a. Timing.** The first Revenue Share payment, if any, shall be made within ninety (90) days after the first (1<sup>st</sup>) Agreement Year [by the end of the twentieth (20<sup>th</sup>) month after the Commencement Date of the Agreement]. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
  - b. Adjustments.** Any Revenue Share payment made pursuant to the Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the Parties is valid or has been terminated.
  - c. Penalties.** In the event that the Agreement is terminated early by Government Entity without cause or by U.S. Bank with cause, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Government Entity.
- 3. Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:
- a.** The File Turn Days Payment Performance for all Account Statements is equal to or less than forty-five (45) File Turn Days.
  - b.** The Net Annual Charge Volume is equal to or greater than three million U.S. Dollars (\$3,000,000.00).
  - c.** The Average Transaction Size is equal to or greater than five hundred U.S. Dollars (\$500.00).
- 4. Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (“**Performance Rebate**”). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

**Schedule2  
Revenue Sharing Opportunity**

<b>Table A</b>	
<b>File Turn</b>	<b>Performance Rebate Percentage</b>
45	0.0000%
44	0.0075%
43	0.0150%
42	0.0225%
41	0.0300%
40	0.0375%
39	0.0450%
38	0.0525%
37	0.0600%
36	0.0675%
35	0.0750%
34	0.0825%
33	0.0900%
32	0.0975%
31	0.1050%
30	0.1125%
29	0.1200%
28	0.1275%
27	0.1350%
26	0.1425%
25	0.1500%
24	0.1575%
23	0.1650%
22	0.1725%
21	0.1800%
20	0.1875%
19	0.1950%
18	0.2025%
17	0.2100%
16	0.2175%
15	0.2250%
14	0.2325%
13	0.2400%
12	0.2475%
11	0.2550%
10	0.2625%
9	0.2700%
8	0.2775%
7	0.2850%
6	0.2925%
5	0.3000%
4	0.3075%
3	0.3150%
2	0.3225%
1	0.3300%
0	0.3375%

**Schedule2**  
**Revenue Sharing Opportunity**

5. **Volume Rebate.** U.S. Bank will pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (“**Volume Rebate**”). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Table B, below.

<b>Table B</b>										
<b>Net Annual Charge Volume</b>	<b>Average Transaction Size</b>									
	\$500.00	\$750.00	\$1,000.00	\$1,500.00	\$2,000.00	\$2,500.00	\$3,000.00	\$4,000.00	\$5,000.00	\$5,150.00
	<b>Volume Rebate Percentage</b>									
\$3,000,000.00	1.2710%	1.3480%	1.3870%	1.4260%	1.4450%	1.4570%	1.4640%	1.4740%	1.4800%	1.4810%
\$6,000,000.00	1.3230%	1.4000%	1.4390%	1.4780%	1.4970%	1.5090%	1.5160%	1.5260%	1.5320%	1.5330%
\$9,000,000.00	1.3740%	1.4510%	1.4900%	1.5290%	1.5480%	1.5600%	1.5670%	1.5770%	1.5830%	1.5840%
\$12,000,000.00	1.3810%	1.4580%	1.4970%	1.5360%	1.5550%	1.5670%	1.5740%	1.5840%	1.5900%	1.5910%
\$15,000,000.00	1.3850%	1.4620%	1.5010%	1.5400%	1.5590%	1.5710%	1.5780%	1.5880%	1.5940%	1.5950%
\$20,000,000.00	1.3880%	1.4650%	1.5040%	1.5430%	1.5620%	1.5740%	1.5810%	1.5910%	1.5970%	1.5980%
\$25,000,000.00	1.3920%	1.4690%	1.5080%	1.5470%	1.5660%	1.5780%	1.5850%	1.5950%	1.6010%	1.6020%
\$30,000,000.00	1.3960%	1.4730%	1.5120%	1.5510%	1.5700%	1.5820%	1.5890%	1.5990%	1.6050%	1.6060%

6. **Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank will calculate the Net Annual Charge Volume [and the Average Transaction Size] for the same Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement Year. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

**Schedule 3**  
**Large Ticket Revenue Sharing Opportunity**

**A. Purchase Card Large Ticket Revenue Share.**

**1. Terminology.**

- a. **“Account”** means any account number to which Charges and payments may be posted. This includes Purchase Cards and Central Billing Managed Spend/Declining Balance Accounts.
- b. **“Agreement Year”** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
- d. **“Charge-off”** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- e. **“File Turn Days”** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
- f. **“File Turn Days Payment Performance”** means the average speed of repayment of Charges made for each Agreement Year.
- g. **“Fraudulent Charges”** means those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder
- c. **“Large Ticket Average Transaction Size”** means the Large Ticket Volume divided by the number of large ticket purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
- h. **“Large Ticket Volume”** means only those Charges which Visa has determined qualify for large ticket interchange rates and which are processed by Visa using large ticket interchange rates, less credits, for each Agreement Year. To qualify for large ticket interchange rates, (1) the transaction must be over a specified U.S. Dollar amount as agreed to by Visa and each merchant, (2) the transaction must pass through Visa with associated transactional data as agreed to by Visa and each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket program offered by Visa. All other Charges and all amounts related to Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
- i. **“Large Ticket Revenue Share”** means the combination of the Large Ticket Performance Rebate and Large Ticket Volume Rebate.
- j. **“Total Large Ticket Rebate Percentage”** means the sum total of the Large Ticket Performance Rebate Percentage and the Large Ticket Volume Rebate Percentage.

**2. Conditions.** The following conditions apply to all Revenue Share opportunities:

- a. **Timing.** The first Large Ticket Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first (1<sup>st</sup>) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Large Ticket Revenue Share payment date falls on a non-business day, Large Ticket Revenue Share payments due shall be made on the next business day.
- b. **Adjustments.** Any Large Ticket Revenue Share payment made pursuant to this Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
- c. **Penalties.** In the event that the Master Agreement and/or this U.S. Country Addendum is terminated early by Government Entity without cause or by U.S. Bank with cause, in addition to any other remedies available to U.S. Bank, this Large Ticket Revenue Share opportunity shall immediately terminate and no Large Ticket Revenue Share shall be paid to Government Entity.
- d. **Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Large Ticket Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank's prior written consent, which may be exercised at its sole option.

**3. Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:

- a. The File Turn Days Payment Performance for all Account Statements is equal to or less than forty-five (45) File Turn Days.

**4. Large Ticket Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate (**“Large Ticket Performance Rebate”**). The Large Ticket Performance Rebate will be based on the Large Ticket File Turn Days Payment Performance for all Accounts for each Agreement Year. The Large Ticket Performance Rebate calculation will be made in accordance with the Table A, below.



**Schedule 3  
Large Ticket Revenue Sharing Opportunity**

<b>Table A</b>	
<b>File Turn</b>	<b>Performance Rebate Percentage</b>
45	0.0000%
44	0.0075%
43	0.0150%
42	0.0225%
41	0.0300%
40	0.0375%
39	0.0450%
38	0.0525%
37	0.0600%
36	0.0675%
35	0.0750%
34	0.0825%
33	0.0900%
32	0.0975%
31	0.1050%
30	0.1125%
29	0.1200%
28	0.1275%
27	0.1350%
26	0.1425%
25	0.1500%
24	0.1575%
23	0.1650%
22	0.1725%
21	0.1800%
20	0.1875%
19	0.1950%
18	0.2025%
17	0.2100%
16	0.2175%
15	0.2250%
14	0.2325%
13	0.2400%
12	0.2475%
11	0.2550%
10	0.2625%
9	0.2700%
8	0.2775%
7	0.2850%
6	0.2925%
5	0.3000%
4	0.3075%
3	0.3150%
2	0.3225%
1	0.3300%
0	0.3375%

**Schedule 3**  
**Large Ticket Revenue Sharing Opportunity**

5. **Large Ticket Volume Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate (“**Large Ticket Volume Rebate**”). The Large Ticket Volume Rebate will be based on the Large Ticket Average Transaction Size. The Large Ticket Volume Rebate calculation will be made in accordance with Table B, below.

<b>Table B</b>	
<b>Large Ticket Average Transaction Size</b>	<b>Large Ticket Transaction Size Rebate Percentage</b>
\$0.01 - \$10,000.00	0.3000%
\$10,000.01 - \$25,000.00	0.1500%
\$25,000.01 - \$75,000.00	0.0600%
\$75,000.01 - \$250,000.00	0.0300%
\$250,000.01 - \$750,000.00	0.0250%
\$750,000.01 - \$2,000,000.00	0.0200%
Greater than \$2,000,000.00	0.0200%

6. **Large Ticket Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Large Ticket Performance Rebate Percentage on Table A for the Large Ticket Performance Rebate. U.S. Bank will calculate the Large Ticket Average Transaction Size for the same Agreement Year to find the Large Ticket Volume Rebate Percentage on Table B for the Large Ticket Volume Rebate. Annually, U.S. Bank will multiply the Total Large Ticket Rebate Percentage by the Large Ticket Volume for that same Agreement Year. The result will be the gross Large Ticket Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Large Ticket Revenue Share. The result will be the net Large Ticket Revenue Share. Any Charge-offs in excess of the net Large Ticket Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Master Agreement, if the net Large Ticket Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

## City Contractual Provisions

### Addendum A

#### I. Non-Discrimination And Other Laws:

- a) U.S. Bank agrees that:
  - i) U.S. Bank shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin ancestry or age;
  - ii) In all solicitations or advertisements for employees, U.S. Bank shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - iii) If U.S. Bank fails to comply with the manner in which U.S. Bank reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, U.S. Bank shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the Customer;
  - iv) If U.S. Bank is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, U.S. Bank shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the Customer; and
  - v) U.S. Bank shall include the provisions of subsections a) i) through iv) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- b) The provisions of this section shall not apply to an agreement entered into by a vendor:
  - i) Who employs fewer than four employees during the term of such agreement; or
  - ii) Whose contracts with the Customer cumulatively total five thousand dollars (\$5,000.00) or less during the fiscal year of Customer.
- c) U.S. Bank further agrees that U.S. Bank shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all federal, state and local laws, ordinances and regulations applicable to this Agreement and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

#### II. Hold Harmless/Indemnity:

U.S. Bank agrees to defend, indemnify and hold harmless Customer and its agents and/or employees from any and all claims, settlements, and judgments for bodily injury, physical property damage and/or death arising out of any negligent or intentional acts of U.S. Bank or any of its agents, servants, employees or subcontractors, and for failure to act in the performance of this

Agreement. Neither acceptance of the completed services, payment therefore nor termination of this Agreement shall release U.S. Bank of its obligation under this paragraph.

**III. Non-Exclusive:**

Customer retains the right to utilize other providers for similar services, as long as Customer meets its commitments as defined in this Agreement.

**IV. Cash Basis/Budget:**

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that Customer is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during Customer's then current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated, revenue-producing source. Should Customer fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have been appropriated and budgeted or are otherwise made available. Customer agrees to notify U.S. Bank of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of Customer's then current budget year. This paragraph shall not be construed so as to permit Customer to terminate the Agreement in order to acquire any other functionally similar services or to allocate funds directly or indirectly to perform essentially the same application for which the services under the Agreement are intended. Notwithstanding the foregoing and to the extent permitted by law, Customer agrees that, if the Agreement is terminated in accordance with the provisions of this paragraph, Customer shall not acquire or purchase services similar to that described in the Agreement for a period of ninety (90) days from the end of the then current budget year of Customer.

**V. Insurance:**

The U.S. Bank must have the following minimum insurance coverages:

**a) General:**

The U.S. Bank shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. U.S. Bank shall provide certificates of insurance and renewals thereof on forms provided by the Customer. The Customer shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate. USB accepts retaining original OP insurance language and will not delete "material modification" from this provision. 11/15/11.

**b) Notice of Claim Reduction of Policy Limits:**

- i)** U.S. Bank, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify the Customer, providing full details thereof, including an estimate of the amount of loss or liability.
- ii)** The U.S. Bank shall monitor and promptly notify the Customer of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise

required by the Agreement) if U.S. Bank's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. U.S. Bank shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Customer.

**c) General Liability:**

i) The Commercial General Liability insurance coverage that is to be provided by U.S. Bank shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the U.S. Bank under the hold harmless section.

ii) **MINIMUM INSURANCE REQUIREMENTS**

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B")

General Aggregate:	\$ 500,000
Products/Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

iii) Policy must include the following conditions:

1. Broad Form Contractual/Contractually Assumed Liability
2. Independent Contractors

**Name City of Overland Park as "Additional Insured."**

**d) Automobile Liability:**

i) Policy shall protect U.S. Bank against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

**(a)** Any Auto

OR

- (b)** All Owned Autos;  
**(c)** Hired Autos; and  
**(d)** Non-Owned Autos.

ii) Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the U.S. Bank.

**Name City of Overland Park as “Additional Insured.”**

**e) Workers’ Compensation and Employer’s Liability:**

This insurance shall protect U.S. Bank against all claims under applicable state Workers’ Compensation laws. U.S. Bank shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers’ Compensation law. The policy shall include liability limits not less than the following:

<u>Workers’ Compensation:</u>	Statutory
<u>Employer’s Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**f) Industry Ratings.**

i) The Customer will only accept coverage from an insurance carrier who offers proof that it:

- (a)** Is licensed to do business in the State of Kansas;
- (b)** Carries a Best’s policy holder rating of B+ or better; and
- (c)** Carries at least a Class X financial rating.

OR

**(d)** Is a company mutually agreed upon by the Customer and U.S. Bank.

ii) Professional Liability Insurance.

This insurance shall not be required for this Agreement.

**g) Subcontractors’ Insurance:**

i) If a part of the Agreement is to be sublet, U.S. Bank shall either:

**(a)** Cover all subcontractors in its insurance policies, or

**(b)** Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

ii) Whichever option is chosen, U.S. Bank shall indemnify and hold harmless the Customer as to any and all damages, claims or losses, including attorney’s fees, arising out of the acts or omissions of its subcontractors.

**U.S. BANK GLOBAL PAYMENT SERVICE AGREEMENT  
DISBURSEMENT ACCOUNT FUNDING ADDENDUM**

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This Disbursement Account Funding Addendum (“**Funding Addendum**”) is entered into, by and between U.S. Bank National Association (“**U.S. Bank**”) and the entity identified herein and executing this Funding Addendum as “**Customer**” and constitutes an addendum to the U.S. Bank Global Payment Service Agreement dated \_\_\_\_\_ (the “**Agreement**”). This Funding Addendum shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like addenda with Customer.

In consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and U.S. Bank hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Funding Addendum and not otherwise defined in this Funding Addendum are used with the same respective meanings attributed thereto in the Agreement.

A. “**Available Funds**” means, with respect to each Disbursement Account and at the time of determination, the amount of cash available for withdrawal or payment in such Disbursement Account, less all outstanding Approved Payment Requests owing from Customer identified with such Disbursement Account, less all then outstanding and due Charges that are payable from such Disbursement Account.

B. “**Business Day**” means any day except Saturday, Sunday and any day which shall be in Overland Park, Kansas a day on which banking institutions are authorized or required by law or other government action to close.

2. **USE OF DISBURSEMENT ACCOUNTS.** Unless otherwise permitted by U.S. Bank, Customer shall maintain one (1) or more Disbursement Accounts used exclusively for making Approved Payments to Sellers. Prior to U.S. Bank authorizing Customer to use a Disbursement Account, Customer must fund each such Disbursement Account either through a call for funds pursuant to Section 3 of this Funding Addendum or by an extension of credit issued by U.S. Bank pursuant to Sections 4 and 5 of this Funding Addendum.

3. **FUNDING A CALL FOR FUNDS DISBURSEMENT ACCOUNT.**

A. Unless otherwise permitted by U.S. Bank, Customer may maintain one (1) or more Disbursement Accounts funded through the deposit of Customer’s own funds (whether or not obtained through a lender) (“**Call For Funds Account**”). Unless otherwise expressly permitted by U.S. Bank, no draw on an extension of credit that may be offered by U.S. Bank under this Funding Addendum may be used to fund Call for Funds Accounts.

B. By not later than midnight prevailing central time on a specified Business Day each calendar week, U.S. Bank shall deliver a Statement to Customer listing all outstanding Approved Payment Requests associated with Call for Funds Accounts. By no later than 2:00 p.m. prevailing central time on the Due Date specified in such Statement, Customer shall deposit immediately available funds to U.S. Bank in the amount equal to the Payment Due stated in such Statement to ensure timely payment to Sellers. In cases where more frequent payment of Approved Payment Requests are necessary, Customer may be required to make multiple deposits during the calendar week. U.S. Bank shall not pay any of the Approved Payment Requests listed in such a Statement unless and until U.S. Bank has confirmed that Customer deposited immediately available funds in the amount equal to the Payment Due stated in such Statement.

4. **FUNDING A CREDIT BASED DISBURSEMENT ACCOUNT.**

A. Initial Funding of the Account. In the event U.S. Bank elects to extend credit to Customer, the initial Available Funds in a Disbursement Account used thereby to pay Sellers (each a “**Credit Account**”) shall be the initial extension of credit amount established by U.S. Bank pursuant to Section 5 of this Funding Addendum.

B. Replenishing the Account. On a mutually agreeable day of each month (“**Statement Date**”), U.S. Bank shall deliver to Customer through the Network a Statement of all Approved Payments and other disbursements made from the Credit Account since the last such Statement delivered to Customer.

By no later than 2:00 p.m. prevailing central time on the Due Date specified in such Statement, Customer shall deposit immediately available funds to U.S. Bank in the amount equal to the Payment Due stated in such Statement. Subject to U.S. Bank's sole discretion to extend credit to Customer, both parties expressly agree to periodic billing of Customer, with a Due Date \_\_\_\_\_ (\_\_\_) days from the Statement Date.

C. In the event that U.S. Bank, in its sole discretion, elects to cease extending credit to Customer, all Credit Accounts used to pay Sellers shall revert to Call For Funds Accounts immediately upon U.S. Bank's written notice that the extension of credit has been withdrawn.

## 5. EXTENSION OF CREDIT.

A. U.S. Bank may, but shall not be obligated to, extend credit to Customer to enable Customer to fund a Disbursement Account from which Approved Payment Requests will be made. U.S. Bank's decision to extend credit shall be in U.S. Bank's sole and absolute discretion and U.S. Bank may decline to extend credit for any reason, or no reason, without notification or explanation and without regard as to whether or not U.S. Bank has given any prior indication of interest with respect to a particular request for an extension of credit or has or has not granted extensions of credit in similar circumstances. Should U.S. Bank decline to extend credit, or at some future date decide to reduce the extension of credit to zero, the funding requirements of Sections 2 and 3 of this Funding Addendum shall remain in force.

B. To assist Customer in determining under what circumstances U.S. Bank may be amenable to extending credit, the following is a list of general guidelines that U.S. Bank presently intends to employ in making a decision regarding the extension of credit to Customer. Notwithstanding such guidelines, U.S. Bank may elect to disregard such guidelines in making a determination on whether or not to extend credit and U.S. Bank reserves the absolute right to decline to extend credit even if such request for the extension of credit complies with these guidelines.

(i) U.S. Bank, in its sole discretion, may establish a credit limit which shall be the maximum aggregate amount of credit that U.S. Bank will extend to Customer at any one time under the terms of this Funding Agreement ("**Credit Limit**"). This limit represents a limit only on the maximum amount of funds advanced by U.S. Bank not yet repaid by Customer, as opposed to any annual limitation on the volume of business conducted by Customer under the Agreement. U.S. Bank, at its sole discretion, shall have the right to revise the Credit Limit. U.S. Bank shall provide notice to Customer of any decrease in the Credit Limit which results in a revised Credit Limit that is lower than the aggregate current amount outstanding pursuant to the Agreement and this Funding Addendum. Upon such event, Customer shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is less than the revised Credit Limit. Approved Payment Requests in excess of a Credit Limit will not become Approved Payments until the Credit Limit has been increased or other funds have been delivered to U.S. Bank from Customer.

(ii) Notwithstanding any statement to the contrary in either the Agreement or this Funding Addendum, U.S. Bank shall have the right to terminate an extension of credit under this Funding Addendum immediately, by written notice of such termination to Customer, upon any one (1) or more of the following events:

(a) Failure of Customer to perform any obligation under the Agreement, this Funding Addendum or any other agreement between U.S. Bank and Customer (including any End Users regarding the End User Agreement);

(b) The dissolution, consolidation or merger of Customer or the sale or other transfer of any substantial part of Customer's assets;

(c) The insolvency of Customer or the filing of a bankruptcy or insolvency proceeding, or an assignment for the benefit of creditors of all or substantially all of Customer's assets;

(d) Any substantial change in the financial condition or ownership of Customer which U.S. Bank deems to be material and adverse;

(e) Any statement, representation, or warranty of Customer made in the Agreement, in support of this Funding Addendum, or otherwise at any time furnished to U.S. Bank is untrue in any material respect when made;

(f) U.S. Bank gives Customer notice of the suspension of Customer's rights under the Agreement or either party gives notice of termination of the Agreement; or

(g) Failure to make payment of any extension of credit by Due Date.



(iii) To enable U.S. Bank to meet regulatory requirements and to appropriately determine whether to extend any credit, Customer must submit to U.S. Bank such information that U.S. Bank may deem necessary or appropriate in its sole discretion, which shall include (without limitation) the following information:

(a) as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Customer, Customer's audited financial statements prepared by independent certified public accountants selected by Customer or Customer's Form 10-K as provided to the U.S. Securities and Exchange Commission ("SEC"); provided that for so long as U.S. Bank can obtain, on its own, the required financial information from the Form 10-K provided to the SEC, Customer will be deemed to have complied with this Section without actually providing such information directly to U.S. Bank; and

(b) from time to time, such other information regarding the business, operations, affairs and financial condition of Customer as U.S. Bank may reasonably request and Customer authorizes U.S. Bank to obtain from time to time from any other source, including an Affiliate of U.S. Bank, any credit or financial information on Customer held by such source.

In the event that Customer has provided the foregoing financial information pursuant to another relationship between Customer and U.S. Bank, or between Customer and any Affiliate of U.S. Bank, U.S. Bank and such Affiliate are hereby authorized to share such information with U.S. Bank for purposes of the Agreement and this Funding Addendum, and Customer will be deemed to have complied with the requirements of this Section.

**6. FAILURE TO PROPERLY FUND THE DISBURSEMENT ACCOUNTS.** In the event that Customer does not fund the Disbursement Account as described in this Funding Addendum, any unpaid portion of the Payment Due will be considered delinquent and Customer may be assessed a Late Fee in the amount of one percent (1.0%) of the unpaid portion of the Payment Due. In the event of such delinquency, U.S. Bank may elect to terminate the extension of credit element of this Funding Addendum upon ten (10) days written notice to Customer unless such delinquency is cured within such ten (10) day period from the date of notice.

**7. CUSTOMER OBLIGATIONS REGARDING AFFILIATES.** Customer shall be liable to U.S. Bank for all obligations of each Affiliate arising under or related to the Agreement. Customer waives any and all defenses and claims of a surety or guarantor with respect to all such obligations and acknowledges U.S. Bank's right to recover payment from Customer with respect to such obligations without first seeking payment from an Affiliate. Without limiting the foregoing, Customer shall be responsible for all fees payable to U.S. Bank under the Agreement by any Affiliate.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

City of Overland Park  
(Customer's Full Legal Company Name)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Printed Name of Authorized Individual)

\_\_\_\_\_  
(Printed Title of Authorized Individual)

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

U.S. Bank National Association

\_\_\_\_\_  
(Signature of Authorized Individual)

Jeffrey A. Rankin  
(Printed Name of Authorized Individual)

Senior Vice President  
(Printed Title of Authorized Individual)

## U.S. BANK GLOBAL PAYMENT SERVICE AGREEMENT

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This U.S. Bank Global Payment Service Agreement (“**Agreement**”) is entered into, by and between U.S. Bank National Association (“**U.S. Bank**”) and the entity identified herein and executing this Agreement (“**Customer**”). This Agreement shall become effective upon signing by or on behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like agreement(s) with Customer. For purposes of this Agreement, U.S. Bank and Customer may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### I. SCOPE

- A. Use of the Network Generally.** Customer and U.S. Bank will use the Network to capture and process Transaction Data and settle Approved Payments with Buyers and Sellers, all in accordance with this Agreement, any addenda hereto, and the Documentation, which are hereby expressly incorporated into this Agreement (the “**Program**”). Nothing contained herein shall be construed, either expressly or implicitly, to grant to Customer any rights in or to any U.S. Bank Confidential Information, any of U.S. Bank’s Intellectual Property rights or any technology or license related thereto, now or hereinafter in existence, except as specifically provided herein.
- B. Use of Accounts; Settlement Payments.** Subject to U.S. Bank’s receipt, review and approval of all documentation and information required at U.S. Bank’s sole discretion whether requested from Customer under the terms of this Agreement and related addenda or developed from other sources, U.S. Bank shall establish one (1) or more Disbursement Accounts and one (1) or more Remittance Accounts for the settlement of Customer’s transactions with Buyers and Sellers.
- 1. Disbursement Accounts.** U.S. Bank will periodically withdraw funds from the Disbursement Account(s) to settle Approved Payments with Sellers and to pay fees and Charges due U.S. Bank under this Agreement. U.S. Bank may elect to establish separate Disbursement Accounts for Customer’s transactions with In-Network and Out-Of-Network Sellers. Customer must fund the applicable Disbursement Account(s) pursuant to the attached Disbursement Account Funding Addendum. An Approved Payment Request will not become an Approved Payment and be settled with a Seller unless and until there are sufficient funds in the Disbursement Account associated with that Approved Payment Request. U.S. Bank shall not be responsible for any delay in or failure to make payment to Sellers arising out of or related to the failure or delay of Seller in remitting any information required in order to process payments, or arising out of instructions by Customer to withhold payment from any Seller, or arising out of any inaccurate information provided by Customer or in Customer’s system.
- 2. Remittance Accounts.** U.S. Bank will deposit funds as received from a Buyer in response to a Payment Request submitted by Customer to said Buyer into the Remittance Account(s) less any U.S. Bank fees and Charges assessed to the Customer’ according to the terms of this Agreement and any Pricing Addenda. U.S. Bank may elect to establish separate Remittance Accounts for Customer’s transactions with In-Network and Out-Of-Network Buyers.
- C. Restrictions on Payments.** Customer acknowledges that all transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury’s Office of Foreign Assets Control. Notwithstanding anything to the contrary contained herein or in any addenda hereto or in the Documentation, U.S. Bank’s obligation to honor any Approved Payment Request concerning amounts due from Customer shall at all times be limited and subject to the amounts available in the Disbursement or Remittance Account associated with the Approved Payment Request. U.S. Bank does not and shall not have any obligation to extend any credit accommodations to Customer under this Agreement.
- D. Reliance on Instructions from Customer.** U.S. Bank and all other parties involved in the processing of the electronic payment and/or funds transfer will rely on the Instructions and Transaction Data given by Customer that identifies Customer, Buyer or Seller even if such Instructions or Transaction Data is incorrect, so long as such Instructions or Transaction Data are provided to U.S. Bank through valid End User Credentials or in another writing signed by an individual that reasonably appears to be authorized by such party. Customer acknowledges and agrees that U.S. Bank shall not be liable for any damages resulting from Customer providing incorrect Instructions or Transaction Data in a request to initiate an electronic payment and/or funds transfer or U.S. Bank’s reliance thereon. Customer acknowledges that Customer is solely responsible for the security of End-User Credentials that permit Customer to transmit Instructions to U.S. Bank and that U.S. Bank may rely on any Instructions that it reasonably deems to have been initiated by an individual authorized by Customer as evidenced by access to the Network by End-User Credentials of Customer. Customer agrees that U.S. Bank shall have no liability for honoring any Approved Payments in accordance with the Instructions and this Agreement.

## II. TRANSACTIONS

### A. Transactions Involving Sellers. The following provisions apply only with respect to transactions between Customer, acting as a Buyer, and a Seller.

1. **Identification of Sellers.** Customer shall provide or cause to be provided to U.S. Bank the name, address and any other such identifying information, legal existence and legal capacity information as may be required in U.S. Bank's reasonable discretion to enable U.S. Bank to fulfill its legal and regulatory obligations with respect to each Seller whom Customer elects to pay through U.S. Bank. Customer acknowledges that Sellers may be In-Network Sellers or Out-of-Network Sellers and that the applicable provisions under this Agreement (including the fee structure) for transactions involving a Seller may differ depending upon the characterization of such Seller as an In-Network Seller or Out-of-Network Seller. The status of a particular Seller may change from time to time and U.S. Bank shall have no obligation to inform Customer prior to any such change in a Seller's status.
2. **Provision of Instructions.** Customer shall be responsible for Instructions concerning Sellers. Customer authorizes U.S. Bank to accept and execute all Instructions received from Customer and to make all Approved Payments. Any Instructions provided to U.S. Bank by Customer by means of valid End User Credentials shall be constructed as valid and U.S. Bank is authorized and shall take action in accordance with such Instructions; provided that U.S. Bank shall only make payments for Approved Payments. Customer acknowledges and agrees that Sellers may provide Counterparty Information to U.S. Bank and U.S. Bank is hereby authorized (but is not obligated) to follow such Counterparty Information to the extent that it conflicts with the Instructions provided by Customer.
3. **Payment Requests with In-Network Sellers.** All Payment Requests with In-Network Sellers shall be processed in accordance with this Agreement and the Documentation. Customer shall approve, dispute, cancel or deny all Payment Requests, in whole or in part, within three (3) business days after notification by Seller through the Network that the services have been performed in accordance with the applicable Transaction Agreement(s). Customer agrees that Customer's approval of a Payment Request obligates Customer to fund such Approved Payment Request per applicable Network terms. Repeated failure by Customer to meet this responsibility shall, at the reasonable discretion of U.S. Bank, constitute a material breach of this Agreement.
4. **Payment Requests by Out-of Network Sellers.**
  - a. Customer acknowledges and agrees that with respect to Out-of-Network Seller Payment Requests: (i) Customer shall instruct such Out-Of-Network Seller to submit all invoices for Customer to U.S. Bank in accordance with U.S. Bank's specifications; (ii) Customer shall not permit any Out-of-Network Seller to access or use the Network other than to make such submission; and (iii) Customer agrees that this Agreement shall not prevent, restrict, or prohibit any Out-of-Network Seller from becoming an In-Network Seller.
  - b. U.S. Bank acknowledges and agrees that with respect to Payment Requests and Instructions in relation to an Out-of-Network Seller, U.S. Bank shall per Customer's Instructions, enter the Out-of-Network Seller Transaction Data into the Network as necessary to permit Customer to process Payment Requests and shall settle Approved Payments to the Out-of-Network Seller according to the terms of the Instructions and this Agreement.
  - c. U.S. Bank makes no representation or warranties concerning the Out-of-Network Seller information or Transaction Data and Customer shall be solely responsible for the accuracy and all verification thereof. Customer assumes full responsibility for maintaining appropriate back-up documentation as may be required, from time to time to reconstruct Transaction Data. Customer shall be solely responsible for the care and security of Transaction Data obtained by Customer or any party authorized by Customer. It is expressly agreed that as between Customer and U.S. Bank, Customer is solely responsible for the actions or inactions by Out-of-Network Sellers or their agents.

### B. Transactions Involving Buyers. The following provisions apply only with respect to transactions between a Customer, acting as a Seller, and a Buyer.

1. **Identification of Buyers.** Customer shall provide or cause to be provided to U.S. Bank all information necessary to properly identify the Buyers to whom Customer will submit Payment Requests through the Network. Customer acknowledges that the Buyer may be an In-Network Buyer or an Out-of-Network Buyer and that the applicable provisions under this Agreement (including the fee structure) for transactions involving a Buyer may differ depending upon whether the Buyer is an In-Network Buyer or an Out-of-Network Buyer. The status of a particular Buyer may change from time to time and U.S. Bank shall have no obligation to inform Customer prior to any such change in a Buyer's status.
2. **Provision of Instructions.** Customer shall be responsible for Instructions concerning Buyers. Customer authorizes U.S. Bank to accept and execute all Instructions received from Customer. Any Instructions provided to U.S. Bank by Customer by means of valid End User Credentials shall be construed as valid and U.S. Bank is authorized and shall take action in accordance with such Instructions. Customer acknowledges and agrees that Buyers may provide Counterparty Information to U.S. Bank and U.S. Bank is hereby authorized (but is not obligated) to follow such Counterparty Information except to the extent that it conflicts with the information provided by Customer.

3. **Payment Requests.** All Payment Requests made from Customer to a Buyer through the Network shall be processed in accordance with this Agreement and the Documentation. Customer shall approve, dispute, cancel or deny any Payment Request from Buyer, in whole or in part, within three (3) business days after Buyer has submitted such Payment Request through the Network. Repeated failure by Customer to meet this responsibility shall, at the reasonable discretion of U.S. Bank, constitute a material breach of this Agreement.

### III. FEES FOR SERVICES

- A. **Billing.** Customer shall pay to U.S. Bank all fees, Charges and other amounts due to U.S. Bank pursuant to this Agreement or any addenda between U.S. Bank and Customer attached hereto or incorporated herein by reference at any time (collectively, "**Charges**"), including without limitation all amounts due under any funding addenda. All Charges, less any credits due from U.S. Bank to Customer, shall be indicated on each applicable Statement as "**Payment Due.**" U.S. Bank shall deduct all Charges associated with processing Payment Requests from Customer to Buyers from the payments received into the Remittance Account or otherwise on behalf of Customer from Buyers and shall deduct all Charges associated with processing Payment Requests from Seller to Customer from the applicable Disbursement Account. Charges associated with Payment Requests submitted by Out-of-Network Sellers may be invoiced to Customer separately and shall be paid in accordance with the terms set forth on such invoice. Customer shall make such Payment Due to U.S. Bank no later than the number of days specified on each applicable addendum and identified on the related Statement as "**Due Date.**" Payment Due shall be made to U.S. Bank in the currency indicated on the Statement by means of automated clearinghouse transaction ("**ACH**"), wire transfer, or other mutually agreed upon method. If Customer uses a payment method subject to fees, charges, or costs, Customer shall reimburse U.S. Bank for such fees, charges, or costs.
- B. **Late Payments.** Any unpaid portion of the Payment Due will be considered late and be shown on subsequent Statements as the "**Past Due Amount.**" In the event of such late payment, U.S. Bank may elect to terminate this Agreement upon fifteen (15) days prior written notice to Customer unless such late payment is cured within such fifteen (15) day period from the date of notice. Whether or not U.S. Bank elects to terminate this Agreement, Customer shall pay to U.S. Bank a "**Late Fee**" as specified in any addenda attached hereto and incorporated herein by reference. U.S. Bank shall also be entitled to recover, and Customer agrees to pay, any reasonable attorney fees (as allowed by law), expenses or costs incurred in collecting any delinquent amount or Charge.

### IV. DISPUTES AND INDEMNIFICATION

- A. **Disputes.** All disputes and claims concerning disposition, condition, or performance of goods and/or services and costs under a Transaction Agreement including Payment Requests shall be resolved between Customer and Buyer or Seller, as applicable. U.S. Bank shall have no liability or responsibility for the provision of goods and/or services between Customer and a Buyer or Seller, or any related disputes or claims including, but not limited to, fraudulent acts, omissions, damage to goods, loss of goods, or non-performance of services under a Transaction Agreement.
- B. **Indemnification by U.S. Bank.** U.S. Bank indemnifies and holds Customer harmless from and against any and all third-party liability claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) that arises from, is caused by or is attributable to the negligence or willful misconduct by U.S. Bank, or any of its employees, agents or independent contractors, in each case to the extent that such claim is not due to any act or omission by Customer or any of its Representatives, employees, agents or independent contractors. This section shall survive termination of this Agreement.
- D. **No Agency; Survival.** In no event shall U.S. Bank be deemed to be an agent, broker or other representative of any Customer, Buyer or Seller. This section shall survive termination of this Agreement.

### V. TERM AND TERMINATION

- A. **Term.** Unless otherwise terminated as provided herein, this Agreement shall remain in effect for an initial term of five (5) years from the Effective Date of this Agreement. Thereafter, this Agreement shall automatically renew for annual one (1) year terms until terminated by either Customer or U.S. Bank upon sixty (60) days prior written notice to the other Party.
- B. **Termination.** Notwithstanding the foregoing, each Party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other Party in accordance with Section V, upon any one (1) or more of the following events:
  1. Dissolution, consolidation or merger of the other Party or the sale or other transfer of any substantial part of that Party's assets;
  2. Insolvency of the other Party or the filing of a bankruptcy or insolvency proceeding, or an assignment for the benefit of creditors of all or substantially all of its assets;
  3. Any substantial change in the financial condition or ownership of the other Party which the notifying party reasonably deems to be material and adverse; or
  4. Any statement, representation, or warranty of the other Party made herein or otherwise at any time furnished to the notifying Party is untrue in any material respect when made.

- C. Termination Upon Breach.** Each Party shall have the right to terminate this Agreement upon providing thirty (30) days written notice in accordance with Section V of the other Party's breach of or failure to perform any obligation of this Agreement or any other agreement between the Parties (including any End Users); provided, however, this Agreement shall not terminate if the breach giving rise to the notice of termination is cured within such thirty (30) day period. Nothing in this Section shall be deemed a limitation on the termination rights provided in Sections III.B. and V.B. of this Agreement or any termination rights specifically identified in any addendum hereto.
- D. Partial Termination of Service.** Notwithstanding anything herein to the contrary, Customer may terminate certain services provided under this Agreement without otherwise terminating this Agreement, provided that each such service is designated as being independently terminable in any addendum describing such service and subject to the terms applicable to such partial termination set forth in the relevant addendum.
- E. Payment of Fees.** U.S. Bank may immediately suspend any or all services provided to Customer under this Agreement or terminate this Agreement upon failure of Customer to pay U.S. Bank Charges as set forth in this Agreement, the Documentation or any addenda hereto.
- F. Suspension of Services.** U.S. Bank reserves the right to immediately suspend any or all services provided to Customer under this Agreement in the event Customer is the subject of any of the events specified in Section V.B. above.
- G. Modifications or Omissions.** U.S. Bank may terminate this Agreement with thirty (30) days written notice if (i) Customer fails to provide sufficient documentation reasonably required by U.S. Bank; (ii) Customer has made an alteration, modification or revision to any of the terms and conditions of this Agreement, including, but not limited to any addenda or related documentation, without the prior written agreement and consent of U.S. Bank; (iii) Customer has not provided complete and accurate information to U.S. Bank as required in this Agreement, related addenda and set-up forms and related documentation; or (iv) Customer disavows, revokes, or attempts to revoke any of its obligations under this Agreement or any such obligations are determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, each of which events is a material breach of this Agreement. If U.S. Bank deems any event of this Section to have occurred before implementation of this Agreement, U.S. Bank will not have any obligations under and will not process this Agreement and will cease with any implementation activities or, if such event of this Section is discovered after implementation of this Agreement, U.S. Bank may terminate this Agreement with thirty (30) days written notice as a result of such material breach of this Agreement.

## **VI. WARRANTY, DISCLAIMER, RELEASE AND LIMITATION OF LIABILITY**

- A. WARRANTY.** U.S. Bank warrants that it will provide the services hereunder in a diligent, competent and professional manner and in accordance with this Agreement, all applicable laws and the Documentation.
- B. DISCLAIMER, RELEASE AND LIMITATION OF LIABILITY.** EXCEPT FOR ANY WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT (IF ANY), U.S. BANK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING HEREIN OR ELSEWHERE TO THE CONTRARY, OTHER THAN THE MANDATORY LAW IN EACH CASE APPLICABLE, NEITHER PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer and U.S. Bank acknowledge that they may, or have already decided to, establish a procedure for the transmission of information and data (herein collectively referred to as the "Data") over the Internet and/or other electronic communication (herein collectively referred to as the "Electronic Communication"). Customer acknowledges that: (i) the Data transmitted via Electronic Communication, secure or otherwise, may be intercepted by third parties, (ii) Data is not guaranteed to arrive, to be on-time, or to be accurate, and (iii) incorrect Data may result in errors and/or other problems in Customer's business systems. Notwithstanding anything to the contrary in this Agreement, and to the extent that U.S. Bank is maintaining compliance with all applicable laws and regulations related to security, Customer for itself, its successors, assigns, subsidiaries and Affiliates, hereby releases U.S. Bank and its Affiliates and all of their respective employees, agents and representatives from any and all liability or claim of any type arising out of or in connection with the transmission of Data via Electronic Communication.

## **VII. MISCELLANEOUS PROVISIONS**

- A. Customer Information.** Since this Agreement is for services provided by a regulated financial institution and is not a vendor services agreement, Customer shall provide information as requested by U.S. Bank to perform periodic operational and regulatory reviews. To comply with banking regulatory requirements, U.S. Bank requires Customer to provide its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to properly identify Customer prior to establishing any account for or providing any service to Customer. Customer authorizes U.S. Bank and each of U.S. Bank's Affiliates to share any information that such U.S. Bank Affiliates may have otherwise obtained from Customer to perform periodic operational and regulatory reviews under this Agreement. In the event U.S. Bank requires additional

information due to changes in bank regulation or to conduct its review of Customer, Customer agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request.

**B. Documentation.** Customer's access to and use of, the Network and the Documentation shall be subject to the terms and conditions of this Agreement which is incorporated as part of the Documentation.

**C. Confidential Information.**

1. **U.S. Bank Confidential Information.** Customer agrees that pricing, materials and processes, including, but not limited to, the Documentation and related materials constitute proprietary and confidential information of U.S. Bank ("**U.S. Bank Confidential Information**") and, accordingly, agree to safeguard such U.S. Bank Confidential Information. Customer agrees not to use such U.S. Bank Confidential Information in any manner except as expressly permitted in this Agreement and/or any attached Addendum, Exhibit and/or Schedule. Customer may not make derivative works of U.S. Bank Confidential Information. Customer shall keep U.S. Bank Confidential Information in a secure place and, at a minimum, under access and use restrictions for employees, agents and representatives which are no less stringent than those applicable to Customer's own Confidential Information and that such policies and procedures as are necessary so to safeguard the U.S. Bank Confidential Information will be adopted and enforced. The terms of this Section shall survive the termination of this Agreement.

2. **Customer Confidential Information.** U.S. Bank agrees that product and service pricing details contained in the Transaction Data and the bank account information provided to U.S. Bank by Customer, or by any other Affiliate of Customer, constitutes proprietary and confidential information of Customer or the Affiliate providing the information ("**Customer Confidential Information**") and U.S. Bank agrees to accordingly safeguard such Customer Confidential Information. Customer Confidential Information does not include aggregated information or blind data that does not identify or include any Customer, Buyer or Seller identifiable information such as names, account numbers, or addresses or other information that directly identifies a Customer, Buyer or Seller or would enable an individual to otherwise determine the source of such information.

3. **Nondisclosure of Confidential Information.** Neither U.S. Bank or its Affiliates or Representatives nor Customer or any of its Affiliates or Representatives may disclose or otherwise communicate any Confidential Information to any third party other than their respective officers, employees and agents (in their capacity as such) who have a specific "need to know", except: (a) as required by the Kansas Open Records Act; (b) to the extent such disclosure is required by a court or administrative agency of competent jurisdiction, provided that the disclosing party shall use its reasonable commercial efforts to notify the affected party of such requirement so that affected party may seek an appropriate protective order, unless the disclosing party is ordered or requested by such court or administrative agency not to notify any third party or otherwise is not permitted to notify the other Party under appropriate law; (c) as part of normal reporting or the review procedure of U.S. Bank's or Customer's or the applicable Affiliate's board of directors or parent corporation, auditors and attorneys; (d) to enforce its rights legally under this Agreement in a court of competent jurisdiction; (e) with respect to such information as is part of the public domain through disclosure other than by a Party to this Agreement; and (e) with respect to such information that is received from a third party without restriction and without breach of this Agreement; (f) information that is required to be disclosed under the Kansas Open Records Act. Notwithstanding anything in this Agreement to the contrary, the Parties understand and agree that this Agreement and any addendum are considered open records as is the Request for Qualifications and U.S. Bank's response to same.

**D. Intellectual Property.** U.S. Bank shall own all Intellectual Property rights in the U.S. Bank name, and related material. Nothing in this Agreement shall cause or be construed as a transfer of any Intellectual Property rights to Customer nor shall constitute a license to Intellectual Property of U.S. Bank. Customer may not modify, reverse assemble, or decompile the Intellectual Property, nor make derivative works thereof. Customer shall cause each Representative and End User to adhere to the provisions of this Section. The terms of this Section shall survive the termination of this Agreement.

**E. Program Administrator.** Upon signing this Agreement, Customer shall designate at least one (1) employee of Customer to assist U.S. Bank in administering Customer's account and related services (the "**Administrator**"). The Administrator(s) shall undertake the following duties on behalf of Customer, as well as any other reasonable duties requested by U.S. Bank and agreed to by Customer: (i) familiarize themselves with all aspects of the Network including but not limited to, Payment Request processing and Approved Payment settlement procedures; (ii) administer and maintain End-User Credentials on behalf of Customer; and (iii) provide to U.S. Bank any updated Instructions. Such designated Administrator(s) shall be the primary point of contact between Customer, U.S. Bank, Buyers and Sellers.

**F. Transaction Data Access and Conditions.** Transaction Data will be made available to Customer pursuant to the terms of this Agreement. U.S. Bank will use Transaction Data for the purpose of providing services to Customer, Buyers and Sellers. U.S. Bank makes no representation or warranties concerning the Transaction Data, and Customer is responsible for any and all verification of the accuracy thereof and assumes full responsibility for the maintenance of appropriate back-up documentation as may be required, from time to time, to reconstruct Approved Payment Requests and Transaction Data. Customer shall be solely responsible for the

- care, security, and use of Transaction Data obtained by Customer through any on-line access capabilities established between U.S. Bank and Customer. This Section shall survive termination of this Agreement.
- F. Taxes.** Customer acknowledges and agrees that U.S. Bank: (i) does not issue invoices on behalf of Seller to Customer or on behalf of Customer to Buyer; (ii) is not responsible for calculating VAT, retail sales, withholding or other taxes associated with a Payment Request; and (iii) is not responsible for collecting or reporting taxes owed to any party or authority associated with a Payment Request. As between U.S. Bank and Customer, Customer shall calculate and pay all taxes, duties, levies, tariffs or similar charges of any kind (including withholding or value added taxes) imposed by any federal, state, local, or other governmental entity associated with Payment Requests processed under this Agreement for products or services provided between Customer and Buyer or Customer and Seller, excluding only taxes based solely on income.
- H. Complete Agreement; Amendments.** This Agreement and any attached schedules, exhibits or addenda attached hereto and/or incorporated herein by reference constitute the complete understanding between Customer and U.S. Bank with respect to the subject matter hereof, including, but not limited to, the electronic transfer of funds, and all prior oral or written communications and agreements with respect thereto are superseded. No failure on the part of either party to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver thereof. No alteration, amendment or modification of any of the terms and conditions of this Agreement shall be valid unless made pursuant to any instrument in writing signed by both Parties. Unless explicitly provided to the contrary, in the event of a conflict between the terms and conditions herein and the terms and conditions in any applicable schedule, exhibit, or addenda, the terms and conditions of this Agreement shall prevail to the extent necessary to remove the conflict of inconsistency.
- I. Corporate Authority.** The execution and delivery of this Agreement by Customer and the performance hereof by Customer have been duly authorized by all necessary corporate action on the part of Customer. Customer shall furnish to U.S. Bank such evidence of corporate action and signatory authority as U.S. Bank may reasonably request.
- J. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Customer without the prior written approval of U.S. Bank or its designate, which approval shall not be unreasonably withheld.
- K. No Third-Party Beneficiaries.** Except for such rights explicitly granted to the Parties herein (as applicable), there are no third-party beneficiaries to this Agreement, and this Agreement is not intended to impart any rights enforceable by any person that is not a Party hereto.
- L. Employment of Agents.** U.S. Bank may in its sole discretion employ agents to perform part or all of its obligations under this Agreement at any time without the consent of Customer; provided, however, that such action shall not affect its obligations to Customer hereunder.
- M. Delaying Causes.** In the event that either Party is prevented by circumstances reasonably beyond its control, bankruptcy or insolvency excluded, from completing any of its duties or obligations hereunder, such failure to perform such duties or obligations shall not be considered to be a breach hereof unless such failure continues for a period exceeding fifteen (15) days, in which event the failure shall constitute a breach and the non-breaching Party, as its sole and exclusive remedy, may terminate this Agreement.
- N. Legal Compliance.** It is expressly agreed that (i) Customer is solely responsible for its compliance with the terms of this Agreement, with all applicable laws, rules, and regulations governing the provision of goods and/or services, and is also solely responsible to consignors, consignees, its agents, governmental agencies or any other persons or entities seeking to enforce such laws, rules, or regulations; and (ii) U.S. Bank is solely responsible for its compliance with the terms of this Agreement and all applicable laws, rules, and regulations governing banking services.
- O. Governing Law; Consent to Jurisdiction.** The validity, construction and enforceability of this Agreement shall be governed by the laws of the State of Kansas (without giving effect to the conflict of law principles thereof) and by applicable federal laws of the United States.
- P. Legal Disclaimer.** The Parties agree that services provided under this Agreement are governed by the terms of this Agreement and the provisions of the Uniform Commercial Code do not apply. Further, the Parties agree that U.S. Bank is not a party to any Transaction Agreement and Customer, Buyers and Sellers, as applicable, not U.S. Bank, determine the rights, responsibilities and remedies regarding the underlying transaction, including, but not limited to offer, acceptance, passing of title, examination of goods or any other matters related to the sale or lease of goods or services. The terms of this Section shall survive the termination of this Agreement.
- Q. Severability.** If any clause, provision or section of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken thereunder or hereunder.
- R. Independent Contractors.** Customer and U.S. Bank acknowledge and agree that they intend to create an independent contractor relationship between them under this Agreement. Accordingly, Customer and U.S. Bank agree that: (i) nothing contained in this Agreement will be construed to make either Customer or U.S. Bank, or any of their Representatives an agent of the other; (ii) neither Customer nor U.S. Bank shall have any

authority under this Agreement to bind, obligate, or otherwise commit the other to any other agreement or transaction for any purpose whatsoever; and (iii) this Agreement does not create or evidence any partnership, joint venture, franchise, or other business organization between the Customer and U.S. Bank.

- S. Local Amendments.** This Agreement is subject to modifications required by the City of Overland Park, found in Addendum A, City Contractual Provisions Addendum, is attached hereto and incorporated by reference herein. Also incorporated by reference is the City's Request for Qualifications dated June 21, 2011 and U.S. Banks' response to same (the "RFQ"). In case of conflict or inconsistency between the terms of this Agreement, the City Contractual Provisions Addendum and the RFQ, the following order of precedence shall apply:

City Contractual Provisions Addendum  
RFQ  
Agreement.

- W. Headings and Language.** Headings are inserted for convenience of reference only and do not constitute part of this Agreement.

- X. Notice and Communication.** All notices and instructions hereunder shall either: (i) be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth below or at such other address as the Parties may indicate from time to time in writing, or (ii) be given pursuant to such data transmission process as may be agreed upon by the Parties.

Customer:	U.S. Bank:
<u>City of Overland Park</u>	U.S. Bank National Association
<u>8500 Santa Fe Drive</u>	Mail Code EP-MN-L26C
<u>Overland Park, KS 66212</u>	200 South Sixth Street
<u>U.S.A.</u>	Minneapolis, MN 55402
<u>Attn: Dave Scott</u>	Attn: Contract Services
<i>Printed Name &amp; Title</i>	

## VIII. DEFINITIONS

- A. Definitions.** As used in this Agreement, the following terms have the definitions ascribed to them and include the plural as well as the singular:

1. **"Administrator"** has the meaning provided in Section VII.F.
2. **"Affiliate"** means, in respect of any person, any corporation, partnership, or other entity which directly or indirectly controls, is controlled by, or is under common control with such person.
3. **"Approved Payment"** means an Approved Payment Request that can be settled because sufficient funds exist in the related Disbursement Account.
4. **"Approved Payment Request"** means a Payment Request that is approved for payment by the party obligated to make such payment either in accordance with the business rules established in the Network by the paying party or by the action of an authorized End User of the paying party as permitted in the Network and the Documentation.
5. **"Bill To Location"** means, with respect to a Buyer to which an invoice resulting from the provision of goods or services by Customer is to be delivered, (i) a name and address to which hard copy invoices are mailed, (ii) a fax number and associated physical location to which hard copy invoices are to be faxed, or (iii) an electronic address to which invoices are to be electronically delivered.
6. **"Buyer"** means any entity that has entered into a Transaction Agreement with Customer pursuant to which Customer provides goods or services to, on behalf of, or at the request of, such entity.
7. **"Charges"** has the meaning provided in Section III.A.
8. **"Counterparty Information"** means the information about a Buyer or Seller provided by Customer or such Buyer or Seller to U.S. Bank to enable U.S. Bank (i) to deliver Payment Requests to a Buyer for goods and/or services provided by Customer and receive payments therefore or (ii) to receive Payment Requests from and pay a Seller for Approved Payment Requests, with such information including, as applicable, the legal entity name and address, the Bill To Location and the Pay to Location.
9. **"Customer Confidential Information"** has the meaning provided in Section VII.D.2.
10. **"Customer Information"** means the information about Customer provided by Customer to U.S. Bank including, but not be limited to: (i) legal entity name and address; and (ii) bank and financial institution name(s) and routing, transit and account number(s) to be used by U.S. Bank for the settlement of Approved Payments between Buyer and Customer.
11. **"Data"** has the meaning provided in Section VI.B.



12. **"Disbursement Account"** means an account established by U.S. Bank to be used solely by U.S. Bank for settling Approved Payments with Sellers.
13. **"Disbursement Account Funding Addendum"** means that executed Addendum to this Agreement that describes the terms and conditions for funding the Disbursement Account as agreed to by the Parties.
14. **"Documentation"** means the documentation including, but not limited to, electronic and hard copy versions of manuals, instructions, policies, procedures, specifications, product standards, and guidelines for accessing and using the Network, instructions for electronic debits and credits to account(s), reports, and information and display screens that enable Customer to access and use the Network. The Documentation may be modified from time to time by U.S. Bank with ninety (90) days written notice to Customer.
15. **"Electronic Communication"** has the meaning provided in Section VI.B.
16. **"End User"** means each individual to whom Customer's Administrator has issued valid End User Credentials to access the Network.
17. **"End User Credentials"** means the Network-unique electronic identity assigned to each End User by Customer's Administrator, which electronic identity will be authenticated each time an End User attempts to access and use the Network. The End User Credentials, which includes but is not limited to a Network-unique user ID and password, will function as the End User's electronic signature within the Network.
18. **"In-Network Buyer"** means any Buyer that has executed an agreement and is presently authorized thereunder to participate with U.S. Bank to capture and process Transaction Data and make settlement payments.
19. **"In-Network Seller"** means any Seller that has executed an agreement and is presently authorized thereunder to participate with U.S. Bank to capture and process Transaction Data and receive settlement payments.
20. **"Intellectual Property"** means, for purposes of this Agreement, the U.S. Bank name, proprietary software, the Documentation and any patent rights (including, but not limited to processes), copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, to the extent owned by U.S. Bank or any of its Affiliates, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
21. **"Instructions"** means (i) the business rules established by Customer with respect to the processing and handling of Transaction Data and Payment Requests, (ii) Customer Information, and (iii) Counterparty Information.
22. **"Network"** means the centrally hosted payment network that is owned, managed and operated by the Network Manager and through which the Network Manager provides Customer with payment process automation payments, settlement and related information services.
23. **"Network Manager"** means Syncada, LLC, the entity that owns, manages, and operates the Network.
24. **"Out-of-Network Buyer"** means any Buyer that is not an In-Network Buyer.
25. **"Out-of-Network Seller"** means any Seller that is not an In-Network Seller.
26. **"Participant"** means any entity designated by Customer, in writing, to participate in the program and have access to program materials.
27. **"Pay To Location"** means with respect to a Seller with whom an Approved Payment is to be settled by U.S. Bank either (i) the name and address to which a paper check is to be mailed, or (ii) banking information including bank(s) name(s), routing and transit number(s); and bank account number(s) to which electronic payments are to be directed.
28. **"Payment Due"** has the meaning provided in Section III.A.
29. **"Payment Request"** means a request for an amount to be paid under a Transaction Agreement.
30. **"Remittance Account"** means an account established by U.S. Bank to be used solely by U.S. Bank for settling Approved Payments due to Customer from a Buyer.
31. **"Representative"** means any employee, agent, contractor, successor and/or assigns of a Party.
32. **"Seller"** means any entity that has entered into a Transaction Agreement with Customer pursuant to which such entity provides goods or services to, on behalf of, or at the request of, Customer.
33. **"Standard Set Up"** means that U.S. Bank will create the Customer's initial configuration in the Network, establish the initial End User Credentials, and provide assistance by telephone or electronically regarding how to access the Network. Interactive training sessions will be provided via the Internet along with electronic instruction materials. Standard data exchange formats and transmission protocols will be provided to the Customer (where applicable) along with requirements and testing processes.
34. **"Statement"** means a periodic listing all payments and Charges to a specific Disbursement or Remittance Account.
35. **"Transaction Agreement"** means the agreement between Customer and another party regarding the provision of goods and/or services by one party to the other.
36. **"Transaction Data"** means data and information entered by or on behalf of Customer, a Seller or a Buyer providing details regarding the provision of goods and/or services under a Transaction Agreement including, but not limited to: the amount, payment, and settlement of Approved Payments.
37. **"U.S. Bank Confidential Information"** has the meaning provided in Section VII.D.1.

**IX. AUTHORIZATION AND EXECUTION**

**A. Authorization.** Customer certifies to U.S. Bank that the person executing this Agreement is authorized by Customer in accordance with its organization rules and applicable law to bind Customer to the Terms and Conditions of this Agreement, including the authority to incur debt in the name of Customer. Customer certifies that the signer's authorization to bind Customer and incur debt in the name of Customer is evidenced by the following: (Please check one of the following boxes.)

- The signer is an officer as indicated on Customer's Form 10-K as filed with the Securities & Exchange Commission ("SEC"). (No additional information needed unless requested.)
- The signer is an officer of Customer and is acting in his or her capacity as an agent of Customer. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Customer represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Customer to be duly bound by this Agreement. (No additional information needed unless requested.)

If one (1) of the above boxes cannot be checked, or if in the opinion of U.S. Bank's Credit Administration Division further proof of authority is necessary, Customer must provide a Corporate Certificate of Authority that complies with Customer's Articles of Organization or Bylaws. Once completed, please check the box below and submit the original Corporate Certificate of Authority along with this Agreement.

- Customer has completed the U.S. Bank Corporate Certificate of Authority. (Please attach original completed Corporate Certificate of Authority.)

**B. Execution.** By signing below, the individual(s) signing this Agreement in his or her capacity as an authorized signing officer of Customer and not in his or her personal capacity, certifies and warrants that (1) all action required by Customer's organizational documents to authorize the signer(s) to act on behalf of Customer in all actions taken under this Agreement, including but not limited to, the authority to incur debt on behalf of Customer, has been taken, (2) each signer is empowered in the name of and on behalf of Customer to enter into all transactions contemplated in this Agreement and (3) the signatures appearing on all supporting documents of authority are authentic.

**C. Reliance.** Customer has read, understood and agrees to all terms and conditions in this Agreement, and U.S. Bank is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Agreement.

**D. Signatures.** In witness whereof, the Parties have, by their authorized representatives, executed this Agreement. For purposes of execution and delivery, each party may rely upon a facsimile or other electronic signature of the other party.

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Dated this ____ day of _____, 20__ by: _____ City of Overland Park (Customer's Full Legal Company Name)	Dated this ____ day of _____, 20__ by: _____ U.S. Bank National Association
_____ (Signature of Authorized Individual)	_____ (Signature of Authorized Individual)
_____ (Printed Name of Authorized Individual)	Jeffrey A. Rankin (Printed Name of Authorized Individual)
_____ (Printed Title of Authorized Individual)	Senior Vice President (Printed Title of Authorized Individual)

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**Addendum A  
City Contractual Provisions**

**I. Non-Discrimination And Other Laws:**

- a) U.S. Bank agrees that:
  - i) U.S. Bank shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin ancestry or age;
  - ii) In all solicitations or advertisements for employees, U.S. Bank shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - iii) If U.S. Bank fails to comply with the manner in which U.S. Bank reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, U.S. Bank shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the Customer;
  - iv) If U.S. Bank is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, U.S. Bank shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the Customer; and
  - v) U.S. Bank shall include the provisions of subsections a) i) through iv) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- b) The provisions of this section shall not apply to an agreement entered into by a vendor:
  - i) Who employs fewer than four employees during the term of such agreement; or
  - ii) Whose contracts with the Customer cumulatively total five thousand dollars (\$5,000.00) or less during the fiscal year of Customer.
- c) U.S. Bank further agrees that U.S. Bank shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all federal, state and local laws, ordinances and regulations applicable to this Agreement and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

**II. Hold Harmless/Indemnity:**

U.S. Bank agrees to defend, indemnify and hold harmless Customer and its agents and/or employees from any and all claims, settlements, and judgments for bodily injury, physical property damage and/or death arising out of any negligent or intentional acts of U.S. Bank or any of its agents, servants, employees or subcontractors, and for failure to act in the performance of this Agreement. Neither acceptance of the completed services, payment therefore nor termination of this Agreement shall release U.S. Bank of its obligation under this paragraph.

**III. Non-Exclusive:**

Customer retains the right to utilize other providers for similar services, as long as Customer meets its commitments as defined in this Agreement.

**IV. Cash Basis/Budget:**

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that Customer is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during Customer's then current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated, revenue-producing source. Should Customer fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which

appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have been appropriated and budgeted or are otherwise made available. Customer agrees to notify U.S. Bank of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of Customer's then current budget year. This paragraph shall not be construed so as to permit Customer to terminate the Agreement in order to acquire any other functionally similar services or to allocate funds directly or indirectly to perform essentially the same application for which the services under the Agreement are intended. Notwithstanding the foregoing and to the extent permitted by law, Customer agrees that, if the Agreement is terminated in accordance with the provisions of this paragraph, Customer shall not acquire or purchase services similar to that described in the Agreement for a period of ninety (90) days from the end of the then current budget year of Customer.

**V. Insurance:**

The U.S. Bank must have the following minimum insurance coverages:

**a) General:**

The U.S. Bank shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. U.S. Bank shall provide certificates of insurance and renewals thereof on forms provided by the Customer. The Customer shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate. USB accepts retaining original OP insurance language and will not delete "material modification" from this provision. 11/15/11.

**b) Notice of Claim Reduction of Policy Limits:**

- i) U.S. Bank, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify the Customer, providing full details thereof, including an estimate of the amount of loss or liability.
- ii) The U.S. Bank shall monitor and promptly notify the Customer of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Agreement) if U.S. Bank's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. U.S. Bank shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Customer.

**c) General Liability:**

- i) The Commercial General Liability insurance coverage that is to be provided by U.S. Bank shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the U.S. Bank under the hold harmless section.

ii) MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY  
(Complete Certificate "Form B")

General Aggregate:	\$ 500,000
Products/Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

iii) Policy must include the following conditions:

- 1. Broad Form Contractual/Contractually Assumed Liability
- 2. Independent Contractors

**Name City of Overland Park as "Additional Insured."**

**d) Automobile Liability:**

i) Policy shall protect U.S. Bank against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

(a) Any Auto

OR

(b) All Owned Autos;

(c) Hired Autos; and

(d) Non-Owned Autos.

ii) Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the U.S. Bank.

**Name City of Overland Park as “Additional Insured.”**

e) Workers’ Compensation and Employer’s Liability:

This insurance shall protect U.S. Bank against all claims under applicable state Workers’ Compensation laws. U.S. Bank shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers’ Compensation law. The policy shall include liability limits not less than the following:

<u>Workers’ Compensation:</u>	Statutory
<u>Employer’s Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

f) Industry Ratings.

i) The Customer will only accept coverage from an insurance carrier who offers proof that it:

- (a) Is licensed to do business in the State of Kansas;
- (b) Carries a Best’s policy holder rating of B+ or better; and
- (c) Carries at least a Class X financial rating.

OR

(d) Is a company mutually agreed upon by the Customer and U.S. Bank.

ii) Professional Liability Insurance.

This insurance shall not be required for this Agreement.

g) Subcontractors’ Insurance:

i) If a part of the Agreement is to be sublet, U.S. Bank shall either:

(a) Cover all subcontractors in its insurance policies, or

(b) Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

ii) Whichever option is chosen, U.S. Bank shall indemnify and hold harmless the Customer as to any and all damages, claims or losses, including attorney’s fees, arising out of the acts or omissions of its subcontractors.

**U.S. BANK GLOBAL PAYMENT SERVICE AGREEMENT  
NORTH AMERICA PRICING ADDENDUM: ELECTRONIC INVOICE PRESENTMENT & PAYMENT  
(EIPP BUYER)**

This North America Pricing Addendum: Electronic Invoice Presentment & Payment (EIPP Buyer) (“**EIPP Buyer Addendum**”) is entered into, by and between U.S. Bank National Association (“**U.S. Bank**”) and the entity identified herein and executing this EIPP Buyer Addendum as “**Customer**” and constitutes an addendum to the U.S. Bank Global Payment Service Agreement dated \_\_\_\_\_ (the “**Agreement**”). This EIPP Buyer Addendum shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like addenda with Customer.

Customer understands that the following is predicated upon Customer processing an estimated one hundred thirty million U.S. dollars (\$130,000,000.00) in transaction volume during Customer’s initial five (5) year term within the Network and understands that service, support and pricing is based upon this estimation.

<b>Set Up Fee</b>	
o Payment is due within thirty (30) days the Effective Date of the Agreement or fourteen (14) days prior to the initial set up meeting, whichever is later.	Waived
o Configuration of System – setup of Suppliers – Price per Supplier	\$7.50

Customer understands and acknowledges that data submitted electronically to and received from U.S. Bank shall conform to one of U.S. Bank’s published standard file formats and shall be delivered via the internet using one of the secure transport protocols supported by U.S. Bank.

Feature Description	Unit of Measure <sup>1</sup>	Unit Price
<b>Base Transaction Fee<sup>2</sup></b>		
<b>Invoice Processing &amp; Payment</b>		
o Electronic Invoice/Electronic Payment	Per Invoice	\$1.00
o Paper Invoice/Electronic Payment	Per Invoice	\$1.80
o Electronic Invoice/Check Payment	Per Invoice	\$1.80
o Paper Invoice/Check Payment	Per Invoice	\$2.20
<b>Invoice Document Handling<sup>3</sup> &amp; Additional Fees<sup>4</sup></b>		
o Data entry of additional line Items above 25 line items	Per Line Item	\$0.016
o Document Imaging	Per Page	\$0.08
o International Payment Fee	Per Invoice	\$1.25
o Wire Payment Fee	Per Invoice	\$10.00
o Specific Funds Transfer Fee <sup>5</sup>		Actual cost
<b>Exception Management &amp; Account Coding</b>		
o Electronic	Per Invoice	Included
o Customer Managed	Per Invoice	Included
o Managed Services		Custom Quote
o Advanced Contract Audit		Custom Quote
<b>End User Access and Reporting<sup>6</sup></b>		
o User Access	Per User / Month	\$4.00
o Standard Reporting Package	Per User / Month	Included
o Advanced Reporting Package(s)		Custom Quote
o Support and Training <sup>7</sup>		Included
<b>Data Storage and Access</b>		
o On-line storage of transaction data for 25 months	Per Transaction / Month	Included
o On-line storage of transaction data beyond 25 months	Per Transaction / Month	\$0.004
o Archival of transaction data for 7 years	Per Transaction / Month	Included
o Retrieval of archived transaction data	Per Retrieval	Custom Quote

Feature Description	Unit of Measure <sup>1</sup>	Unit Price
o On-line storage of images for 12months	Per Page / Month	Included
o On-line storage of images beyond one year	Per Page / Month	\$0.008
o Image archive delivery	Per Page	\$0.004
<b>Data Transmission</b>		
o Non-Compliant Data Transmission Format	Per Transaction	\$0.25
o Value Added Network Originator & Receiver Charges <sup>8</sup>		Paid by Customer
o Additional EDI/Data File <sup>9</sup>	Per File	\$750.00
<b>Custom Services<sup>10</sup></b>		Custom Quote
<b>Financing Terms</b>		Custom Quote

<sup>1</sup> For purposes of this EIPP Buyer Addendum, Invoice shall mean an individual invoice that may be approved and result in an Approved Payment.

<sup>2</sup> Base Transaction Fee includes up to 25 line items.

<sup>3</sup> Paper documents will be destroyed by a U.S. Bank-selected recycling company. Should Customer request use of a non-standard document disposition method, Customer shall reimburse U.S. Bank for the actual cost of each such document disposition method.

<sup>4</sup> Additional fees are in addition to the Base Transaction Fee and only if applicable.

<sup>5</sup> Should Customer request use of a specific funds transfer mechanism that is not one of U.S. Bank's standard global funds transfer mechanisms, Customer shall reimburse U.S. Bank for the actual cost of each such funds transfer.

<sup>6</sup> Fees per month, billed annually.

<sup>7</sup> Customer personnel who will be using the Network have unlimited access to U.S. Bank's interactive web-based training. Customer personnel can self-enroll through the training links on the U.S. Bank home page. In addition, Customer personnel can contact the U.S. Bank Help Desk 24x7.

<sup>8</sup> U.S. Bank does not make use of VANs for receiving data from or delivering data to Customers. Therefore, should Customer elect to deliver or receive data via VAN, Customer will be billed by VAN for both originator and receiver charges.

<sup>9</sup> First EDI/Data File is included in the Set Up Fee.

<sup>10</sup> Custom Services Fees shall be assessed for custom services outside of the scope of standard set up. Such services may include but shall not be limited to: data mapping beyond the appropriate ANSI x12 interchange specification, Customer-specific training, writing reports and consulting services. U.S. Bank shall provide Customer a written estimate of such Custom Services Fee prior to providing any custom services.

IN WITNESS WHEREOF, the parties have caused this EIPP Buyer Addendum to be executed by their duly authorized representatives as of the Effective Date.

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Dated this ____ day of _____, 20__ by:  <u>City of Overland Park</u> (Customer's Full Legal Company Name)  _____ (Signature of Authorized Individual)  _____ (Printed Name of Authorized Individual)  _____ (Printed Title of Authorized Individual)	Dated this ____ day of _____, 20__ by:  <u>U.S. Bank National Association</u>  _____ (Signature of Authorized Individual)  <u>Jeffrey A. Rankin</u> (Printed Name of Authorized Individual)  <u>Senior Vice President</u> (Printed Title of Authorized Individual)
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**U.S. BANK GLOBAL PAYMENT SERVICE AGREEMENT  
NORTH AMERICA PRICING ADDENDUM: ELECTRONIC INVOICE PRESENTMENT & PAYMENT  
(EIPP BUYER)  
DESIGNATION OF COUNTERPARTIES SCHEDULE**

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This Designation of Counterparties Schedule (“**Schedule**”) is entered into by the entity identified below and executing this Schedule as “**Customer**” and is hereby incorporated into the North America Pricing Addendum: Electronic Invoice Presentment & Payment (EIPP Buyer) (“**EIPP Buyer Addendum**”), which is an addendum to the U.S. Bank Global Payment Service Agreement dated \_\_\_\_\_ (the “**Agreement**”) between U.S. Bank National Association (“**U.S. Bank**”) and Customer. This Schedule shall become effective upon signing by Customer (“**Effective Date**”) and is in addition to any previous and like Schedules with Customer.

Whereas, the Agreement allows Customer to request that U.S. Bank receive, process and pay invoices for the entities listed below (“**Counterparty**” and “**Counterparties**”) in accordance with the terms and conditions of the Agreement. The Agreement requires Customer to provide to U.S. Bank, in writing, pertinent Counterparty information as outlined below.

Customer acknowledges and agrees that any changes regarding the below Counterparty Information shall be made in writing to U.S. Bank by an authorized individual of Customer. Customer certifies that the Counterparty Information provided hereunder and any subsequent revisions thereto are complete, true, and accurate and that Customer is authorized to supply such information and verify the accuracy of same as provided under the Agreement. The Counterparty Information of this Schedule shall supersede any previous and like Counterparty Information that is modified by this Schedule for the same Counterparty.

See attached spreadsheet for Counterparty Information – initials \_\_\_\_\_

**I. COUNTERPARTY INFORMATION**

Legal Name of Counterparty Company: \_\_\_\_\_  
Counterparty Common Use Name or  
DBA (if applicable): \_\_\_\_\_

**II. COUNTERPARTY REMITTANCE INFORMATION**

Remit Address 1: \_\_\_\_\_  
Remit Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attention: \_\_\_\_\_ Country: \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_ Phone: \_\_\_\_\_  
Business Type of Counterparty:  Corporation  LLC  Partnership  Sole Proprietor  Other: \_\_\_\_\_

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Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

\_\_\_\_\_  
City of Overland Park  
(Customer’s Full Legal Company Name)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Printed Name of Authorized Individual)

\_\_\_\_\_  
(Printed Title of Authorized Individual)