

PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (this "<u>Agreement</u>") is entered into effective September 17, 2012 (the "<u>Effective Date</u>") by and between U.S. Bank National Association, a national banking association ("<u>U.S. Bank</u>") and Truman State University, a University (the "<u>Client</u>").

NOW, THEREFORE, in consideration of the premises, the agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- **I. DEFINITIONS.** For the purposes of this Agreement and except as otherwise specifically set forth herein, the following terms shall be defined as follows:
- "Account" means a prepaid debit card account funded through periodic deposits made by Client and accessible through the use of a prepaid debit card issued and serviced by U.S. Bank.
- "Business Day" means any day (other than a Saturday, Sunday or legal holiday in the State of Minnesota) on which banks are permitted to be open in Minneapolis, Minnesota.
- "Card" means a prepaid debit product which operates off of a centralized funds pool with an individual account set up for each participating Cardholder.
- "<u>Cardholder</u>" means a Payee who receives Payments from Client and who requests and receives a Card.
- "Cardholder Data" means personally identifiable data about Cardholders, including without limitation, the plastic Card number, Card expiration date in combination with the plastic Card number, Cardholder name in combination with the plastic Card number, track data/magnetic stripe, verification numbers CVV2, CVC2, CID, and PIN Block.
- "Confidential Information" shall have the meaning given to such term in Section 7.1.
- "Payee" means an individual who receives wages, benefits or certain other payments from Client.
- "Payment" means the dollar value to be loaded into a Cardholder's Account.
- "Program" means the program between U.S. Bank and Client for the issuance of Cards to Cardholders pursuant to the terms of this Agreement.
- "Requirements of Law" means with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with

any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise (including, without limitation, usury laws, the Federal Truth-In-Lending Act, the Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Bank Secrecy Act, the Electronic Funds Transfer Act, the National Bank Act, the Gramm-Leach-Bliley Act, the USA PATRIOT Act, the Sarbanes-Oxley Act, the FACT Act, and Regulations B, E, P and Z of the Board of Governors of the Federal Reserve System).

"Visa" means collectively, Visa U.S.A., Inc., and Visa International, Inc.

II. OBLIGATIONS OF U.S. BANK

- 2.1 <u>Card Issuance</u>. U.S. Bank will offer Cards to Payees following receipt of a request for the issuance of a Card and after U.S. Bank's review and processing of such a request in accordance with U.S. Bank's procedures and criteria. Such procedures and criteria will at all times remain in U.S. Bank's sole control and discretion. If approved to receive a Card, U.S. Bank shall issue a Card to a Payee no later than three (3) Business Days after U.S. Bank's receipt of complete and accurate information regarding such Payee from Client.
- 2.2 Account Review. U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks that may expose U.S. Bank to risk or financial loss. U.S. Bank shall take any necessary action to stop such activity with respect to any Account, including without limitation, termination of such Card or Account or suspension of any features associated with such Card or Account. U.S. Bank shall notify Client in writing of any Account closed pursuant to this Section within ten (10) Business Days of such Account closure.
- 2.3 Account Statements and Card Carriers. U.S. Bank shall produce Account statements and Card carriers, subject to Requirements of Law and



Visa operating regulations. U.S. Bank shall provide to Cardholders monthly Account statements that contain information related to transactions performed with Cards. U.S. Bank, in its sole discretion, shall provide either electronic statements or paper statements.

- 2.4 Program Software and Attributes. All Program specifications, materials, plans and other Program attributes and characteristics developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and shall remain the proprietary property of U.S. Bank and shall constitute Confidential Information belonging to U.S. Bank.
- 2.5 <u>Compensation to U.S. Bank</u>. U.S. Bank shall charge Client and Cardholders certain fees as set forth on <u>Exhibit B</u>. U.S. Bank reserves the right to change the Cardholder fee schedule in its sole discretion and upon thirty (30) days' written notice to Client and Cardholders.

III. OBLIGATIONS OF CLIENT

- 3.1 <u>USA PATRIOT Act Compliance</u>. So that U.S. Bank may comply with the USA PATRIOT Act, Client shall provide to U.S. Bank the information requested on <u>Exhibit A</u> and other information requested by U.S. Bank prior to establishing an Account funded by Client. U.S. Bank reserves the right to require that Client promptly provide to U.S. Bank additional documents in connection with USA PATRIOT Act compliance.
- 3.2 Enrollment of Payees. Client will ensure that all prospective cardholders and Cardholders enrolled in the Program are bona fide Payees of Client. Any prospective cardholder or Cardholder that does not pass the initial or ongoing OFAC Screening will be denied a Card. Client acknowledges that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and other government or industry regulations. In addition, any prospective cardholder or Cardholder may be required to provide additional documentation to U.S. Bank as required by the USA PATRIOT Act. In the event U.S. Bank requires additional documentation from a prospective cardholder or Cardholder as required by the USA PATRIOT Act, U.S. Bank is required to restrict access to the card under the guidelines of the USA PATRIOT Act. To remove the restricted access, the prospective cardholder or Cardholder must

fax a copy of all requested documentation to U.S. Bank. Once the prospective cardholder or Cardholder provides the required documentation, the restricted status will be removed by U.S. Bank.

3.3 Funding of Accounts. Client shall transmit to U.S. Bank the Payment amount for each Account via an Automated Clearing House transfer. Client shall provide written instructions containing adequate detail to enable U.S. Bank to load specific Cards. Client shall be solely liable for any error in the transmission of Payment amounts or written instructions related thereto, and for any changes to the Payment amount applicable to an Account after the initial transmission of such Payment amount.

IV. PROGRAM POLICIES AND ATTRIBUTES

U.S. Bank shall administer and have full responsibility for and control all policies, activities and decisions with respect to the Program, all Cards and Accounts, including without limitation, all fees and charges, customer service, Card issuance and suspension or cancellation, Card features and services as well as cancellation or suspension of such features and services, debt collection, access to automated teller machines, and issuance of personal identification numbers. U.S. Bank shall not be responsible to determine any Cardholder's Payment amount. Client shall not be liable for fraudulent activities by Cardholders except if such activity is due to the negligence or willful misconduct of Client, its agents or employees. Client shall promptly refer to U.S. Bank any and all inquires regarding any aspect of a Card or Account, and any other aspect of U.S. Bank's prepaid debit card operations.

V. INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), all its corporate parents, subsidiaries and affiliates and all of its and their employees, subcontractors, agents, officers, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other direct expenses or claims or counterclaims of third persons or entities directly related or attributable to (i) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any state or federal law or regulation, or such party's willful



misconduct, (ii) the Indemnifying Party's breach of any covenant or warranty made by it in this Agreement, (iii) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement, and (iv) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including without limitation the Cards); (b) any losses due to any fraudulent activity on the part of any employee or agent of Indemnifying Party; (c) any claims brought by any Indemnified Party's customer, Cardholder, employee or other third party based upon Indemnifying Party's failure to make any payment to such customer, Cardholder, employee or other third party; and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, and any reasonable attorneys' fees, consultant's fees or court costs incident to any of the foregoing, except for any loss due to the gross negligence or willful misconduct of the Indemnified Party or its agents or employees.

VI. REPRESENTATIONS AND WARRANTIES

- 6.1 <u>Representations and Warranties</u>. U.S. Bank and Client represent and warrant to each other as follows as to itself:
- (a) It has full right, power and authority to enter into and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its subsidiaries and affiliates, in the manner described;
- (b) The execution and performance of this Agreement will not violate its organizational documents, bylaws or any material contract or other instrument, Requirements of Law or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other person or government agency; and
- (c) There are no material actions, suits or proceedings pending or threatened against it or its affiliates or subsidiaries which would

- adversely affect its ability to perform this Agreement.
- 6.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all Requirements of Law and agrees that it shall be responsible for its compliance with all Requirements of Law and the costs associated therewith. Client has the sole responsibility to determine if the intended use of the Program is an appropriate way to dispense Payments, and to determine if any Requirements of Law prohibit or otherwise control the disbursement of Payments using a prepaid or stored value card.
- 6.3 <u>Disclaimer</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VII. CONFIDENTIALITY

- 7.1 Confidential Information. Each party may have access to or receive disclosure of certain confidential information about or proprietary material of the other party, including, but not limited to: such party's marketing philosophy and objectives, promotions, financial results. technological developments, customer names and addresses and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential and/or proprietary information and materials ("Confidential Information"). Without limitation, Cardholder Data, the terms of this Agreement and the names, addresses, telephone numbers and other Cardholder identification and Account information of Cardholders and Account numbers, and the information provided to Client pursuant to this Agreement, are Confidential Information belonging to U.S. Bank.
- 7.2 Exclusions. Except for Cardholder Data, the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any



- confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.
- 7.3 Confidentiality Obligation. Each party shall at all times maintain, and cause its agents. employees, corporate parents, subsidiaries and affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Neither party shall disclose, furnish, sell or otherwise convey any Confidential Information to any third person and shall exercise all necessary precautions to prevent access to Confidential Information by any third person other than agents, officers or employees who have a need to know such Confidential Information in order for such party to fulfill its obligations hereunder. Each party shall inform those agents and employees, officers and employees of its subsidiaries and affiliates of the confidentiality obligations hereunder and require their compliance with such obligations. Neither party shall use Confidential Information for any purpose whatsoever other than those specifically contemplated herein.
- 7.4 Additional Confidentiality Obligations. All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval.
- 7.5 Compelled Disclosure. Each party may disclose Confidential Information only to the extent required by court order or pursuant to Requirements of Law, regulation or regulatory authority having jurisdiction over it without prior notification to the other party. Notwithstanding anything to the contrary in this Agreement, if any party is so compelled to disclose Confidential Information, in the written opinion of counsel, it shall provide prompt notice to the owner of the Confidential Information and shall reasonably cooperate in the owner's effort to maintain the confidentiality of such Confidential Information.

VIII. TERM AND TERMINATION

- 8.1 Term and Termination. The initial term of this Agreement is three (3) years from the Effective Date. Thereafter, the term of this Agreement will be automatically extended for successive one (1) year periods unless otherwise terminated. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party; provided, that either party may terminate this Agreement or curtail or restrict its operations hereunder at any time with fifteen (15) days' written notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, Visa, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying party prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable.
- 8.2 <u>Post-Termination</u>. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in all Accounts, Cards and Cardholder Data and shall not accept requests to issue Cards or reload existing Accounts with Payments.

IX. DAMAGES AND LIMITATION OF LIABILITY

- 9.1 <u>Damages</u>. It is understood and agreed that money damages would not be a sufficient remedy for any breach of Article VII of this Agreement by any party or by any other person or entity receiving Confidential Information and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.
- 9.2 Limitation of Liability. NEITHER PARTY MAY ASSERT A CLAIM AGAINST THE OTHER PARTY ONE YEAR FROM THE DATE THE CLAIMING PARTY HAS OR SHOULD HAVE ACTUAL KNOWLEDGE OF THE FACTS GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF THE OTHER PARTY OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR



OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS.

X. ADDITIONAL PROVISIONS

- 10.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Nothing in this Agreement is intended to create, nor should anything herein be construed as creating, a partnership, joint venture or agency relationship between U.S. Bank and Client.
- 10.2 <u>Use of Third Party Providers</u>. U.S. Bank may use any subcontractor or vendor to perform its obligations under this Agreement, but such use may not result in the direct control of Program residing outside U.S. Bank.
- 10.3 <u>Assignment</u>. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent; <u>provided</u>, that U.S. Bank may assign or delegate this Agreement and any of its rights or obligations hereunder to any affiliate, subsidiary, corporate parent, successor by merger, or successor-in-interest which has the authority to operate the Program in the manner operated by U.S. Bank under this Agreement without prior notice to or consent of Client.
- 10.4 <u>Successor and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 10.5 <u>Survival</u>. The obligations and remedies of the parties set forth in Articles V, VII, IX, X and Section 8.2 of this Agreement shall survive any termination of this Agreement.
- 10.6 Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota without giving effect to conflicts of law principles thereof. Any action brought to enforce any rights under this Agreement shall be brought in federal or state court in Minnesota. Each party waives any claim that a legal proceeding brought in accordance with this Section has been brought in an inconvenient forum or that venue of that proceeding is improper.
- 10.7 <u>Notices</u>. Any notice given by either party hereunder shall be in writing, and shall be deemed served, given and received when personally delivered to a party, or three (3) Business Days after (i) deposit in the United

- States mail, registered or certified mail, postage prepaid, return receipt requested or (ii) sending by commercial courier, prepaid, and received, addressed to the recipient at the address specified on the signature page hereof.
- 10.8 No Implied Waiver. No waiver of any provision of this Agreement or of any right or remedy hereunder shall be effective unless in writing and signed by each party. No delay in exercising, or no partial exercise of any right or remedy hereunder, shall constitute a waiver of any right or remedy, or future exercise thereof.
- 10.9 Severability. Should any provision of this Agreement be held illegal, invalid or unenforceable under any present or future law or valid regulation or rule of any regulatory agency (including without limitation Visa regulations), such provision shall be fully severable and this Agreement shall be construed and enforced as if such severed provision had never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.10 Amendments. Except as specifically provided elsewhere in this Agreement, no amendment to this Agreement will be effective or bind any party unless set forth in writing and signed by the duly authorized representatives of the parties.
- 10.11 Excusable Delays. Any delay in the performance by either party of its obligations hereunder will be excused when such delay is due to any cause or event beyond the reasonable control of such party, including without limitation any act of God, any fire, flood or weather condition, any earthquake, any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.
- 10.12 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection therewith.
- 10.13 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement now constitutes the complete and exclusive statement of the agreement between the parties and supersedes all prior verbal or



written agreements between the parties with respect to the subject matter hereof.

10.14 <u>Use of Client Name in Promotional</u> <u>Materials</u>. Client agrees that U.S. Bank may refer to it as a party U.S. Bank contracts with for issuance of prepaid debit cards in promotional materials for programs similar to the Program.

10.15 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

	U.S. BANK NATIONAL ASSOCIATION
	By: Mining & Bright
	Name: WHITHEY RERIGHT
	Title: SVP, CONSUMER PREPAID
Notice Address: U.S. Bank National Association 200 South 6 th Street, EP-MN-L16C Minneapolis, MN 55402 Attn: SVP – Prepaid Debit Products	
Copy to: U.S. Bancorp Corporate Counsel 800 Nicollet Mall BC-MN-H21N Minneapolis, MN 55402 Attn: Retail Payments Solutions Co	unsel
	Truman State University By: Name: Judy Mullins
	Title: Comptroller
Notice Address:	
Truman State University Purchasing Department 100 E. Normal Ave. McClain 106 Kirksville, MO 63501	- - - -
Attn: Kim Murphy	· · · · · · · · · · · · · · · · · · ·



EXHIBIT A TO PREPAID DEBIT CARD AGREEMENT

PLEASE TYPE IN THE FOLLOWING INFORMATION

Section	on 1: Relationship Owne	er Info	rmation										
Date: Business Line Owner:						Bus	siness Unit:						
Relationship Manager completing form:						Pho	one:						
Section	n 2: Client Information												
Client				Dhe	ne Number:								
Truman State University)-785-4157								
l	ry contact:				E-Mail:								
Judy M					jmullins@truman.edu								
	ative contact:			1 -	bsite:								
	Carron			ww	ww.truman.edu								
_	ate company name (if applicable):		Yea	ers in business	s:							
				145	years								
	ple place of business address:				payer ID (TI	N):							
	Normal Ave.				6005833								
McCla							k license authority						
Kirksvi	ille, MO 63501			(sta	te/municipal/	other							
				Is client CISP/PCI certified? Yes No									
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	(client generated, alpha numeric account #)				(client generated, alpha numeric account #) AccelaPay Non-portable - 420719605								
	AccelaPay Portable - 420719445 (system generated, numeric account #)				AccelaPay Non-portable - 420719605 (system generated, numeric account #)								
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	Description:												
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☐ Foreign o	oreign or offshore corporation or bank								Automobile, truck, boat, or airline dealer										
1 1	Cash intensive business such as a retail store or restaurant (more than 50% of revenue in cash)								Casino, card club, or other gaming establishment							nt			
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Section 3: Cl	ient Relatior	ısh	ip and	l Pro	duct														
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	Describe the nature/purpose of cross-border							Tra	ispo	rtation	/ L	ogis	tics:						
ransactions:						1													



Section 5: Projected Volumes Template – P Proposed Start Date: Number of Payees Requiring Cards Payee Information (check all that apply): Payroll Funding Schedule (check all that apply): Anticipated Total Card Payroll: Anticipated Maximum Card Load:	☐ Permanent ☐ Temporary ☐ Seasonal ☐ Other ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other Maximum: 100 Minimum: Maximum: \$40



EXHIBIT B TO PREPAID DEBIT CARD AGREEMENT

Item/Activity	Fee
CLIENT	and Hills
Program Implementation Fee	\$0.00
Marketing Materials	\$0.00
Monthly Account Maintenance Fee	\$0.00
New Account Enrollment Fee	\$0.00
CARDHOLDER	
Monthly Account Maintenance Fee	\$0.00
Point of Sale Fees	
Visa Signature-Based POS Transactions	\$0.00
PIN-Based POS Transactions	\$0.00
Cash Back with Purchase at Participating Merchants	\$0.00
Cash Withdrawal Fees	
Withdrawals at U.S. Bank or MoneyPass-branded ATMs	One free per
	month, then
	\$1.50
	thereafter
Withdrawals at non-U.S. Bank and non-MoneyPass-branded ATMs	\$2.00
(ATM owner may levy a fee to the cardholder)	
Withdrawals at any International ATM	\$3.00
Teller-Based Cash Withdrawals (at any Visa bank, not limited to U.S. Bank)	One free per
	load, then
	\$4.00
	thereafter
Customer Service and Miscellaneous Fees	
Customer Service – Online & Automated Phone Access (unlimited)	\$0.00
 Live Representative Calls (3 free calls per month) 	\$3.00
Paper Statement Fees (if requested)	\$3.00
ATM Balance Inquiries – U.S. Bank and MoneyPass ATMs	\$0.50
ATM Balance Inquiries – Non -U.S. Bank and Non-MoneyPass ATMs	\$1.00
ATM Balance Inquiry – International ATM	\$2.00
ATM Decline (Non-U.S. Bank/Non-MoneyPass or International)	\$0.50
Add Secondary Cardholder	\$5.00
Remove Secondary Cardholder	\$0.00
Standard Card Replacement (3-5 business days)	\$5.00
Expedited Card Replacement (2 business days)	\$15.00
Email and Text Message Alerts*- Address Change, Funds Added, Low Balance and	\$0.00
Zero/Negative Balance	\$0.00
Mobile Banking Transactions* - Balance Inquiry	
*Standard messaging charges may apply through cardholder's mobile carrier and	
message frequency depends on account settings.	
International transactions are subject to 3% currency conversion fee	

REGULATORY RECORDS ADDENDUM TO PREPAID DEBIT CARD AGREEMENT

This Regulatory Records Addendum to Prepaid Debit Card Agreement (this "Addendum") is made by and between U.S. Bank National Association ("U.S. Bank") and the undersigned (the "Client"). This Addendum shall supplement and be made a part of the existing Prepaid Debit Card Agreement made by and between U.S. Bank and the Client (the "Agreement").

WHEREAS, U.S. Bank has determined that Client has opened prepaid card accounts (each, a Card Account") on behalf of the beneficial owners of the funds in each Card Account (each, a "Cardholder") and that those Cardholders may be eligible for "pass-through" insurance from the Federal Deposit Insurance Corporation (the "FDIC"); and

WHEREAS, the FDIC has published a guide that describes the process to follow and the information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/.

WHEREAS, Client acknowledges and agrees that Client has an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; and

WHEREAS, the parties hereto believe it is in the best interest of the Client and the Cardholders for the parties to enter into this Addendum; and

NOW, THEREFORE, the parties hereto agree to amend and modify the Agreement by adding the following terms and conditions:

- 1. Client hereby agrees to cooperate fully with U.S. Bank and the FDIC in connection with determining the insured status of funds in such Card Accounts at any time. In the event of failure of U.S. Bank, you agree to provide the FDIC with the cardholder demographic information as described in the FDIC's Deposit Broker's Processing Guide, in the required format, within 24 hours of the failure of U.S. Bank in order for the Cardholders to have access to deposits on the next business day after failure.
- 2. As soon as the FDIC is appointed, a hold may be placed on the Card Accounts so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance.
- 3. Client understands and agrees that its failure to provide the necessary data to the FDIC may result in a delay in receipt by Cardholders of their insured funds and possible legal claims against you from the Cardholders.
- 4. Client also understands and agrees that if it does not provide the required data, Card Accounts may be held or frozen until the information is received, which could delay when the Cardholders could receive funds.
- 5. Notwithstanding other provisions in this Agreement, this section survives after a receiver is appointed for U.S. Bank, and the FDIC is considered a third party beneficiary of this section.
- 6. Except as herein modified, the Agreement shall remain in full force and effect and nothing in this Addendum shall be deemed to waive or modify any provision of the Agreement. In the

event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control with respect to the specific subjects hereof and thereof.

7. This Addendum may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of which when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, Client and U.S. Bank, intending to be legally bound, agree to all of the provisions of this Addendum as of the date this Addendum is fully executed, as set forth below.

U.S. BANK NATI	ONAL ASSOCIATION DocuSigned by:
Ву:	David B. Smith
Name:	PAE1AB9FA77E4A8 Pavid B. Smith
Title:	SVP - Prepaid
Date:	11/2/2020
CLIENT	
Client Name:	ruman State University
By: 70	cf1/
Name: <u> <i>M</i> -</u>	Consent 1/1
Title: <u>Con</u>	ptroller
Date: <i></i>	118 12020