



Jefferson Parish, Louisiana

Payment Processing Services for Debit/Credit Card and other Forms of Electronic Payments

RFP No: 0438

May 24, 2022

Prepared by:

Greg Rattler, Sr.

Relationship Executive

201 Saint Charles Ave, Floor 28

New Orleans, LA 70170-1000

(504) 623-1857

greg.rattler@jpmorgan.com

J.P.Morgan

DISCLOSURE STATEMENT

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

Chase, J.P. Morgan, and JPMorgan Chase and InstaMed are marketing names for certain businesses of JPMorgan Chase & Co. and its affiliates and subsidiaries worldwide (if and as used herein may include as applicable employees or officers of any or all of such entities irrespective of the marketing name used). Products and services may be provided by commercial bank affiliates, securities affiliates or other J.P. Morgan affiliates or entities. In particular, securities brokerage services other than those which can be provided by commercial bank affiliates under applicable law will be provided by registered broker/dealer affiliates such as J.P. Morgan Securities LLC, J.P. Morgan Institutional Investments Inc. or by such other affiliates as may be appropriate to provide such services under applicable law. Such securities are not deposits or other obligations of any such commercial bank, are not guaranteed by any such commercial bank and are not insured by the Federal Deposit Insurance Corporation. We are not responsible for the performance of our partners, their continued service levels, or their ability to provide services.

The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

This document may contain information that is confidential and/or proprietary to J.P. Morgan, which may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by J.P. Morgan.

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

Please note that we do not issue cards and prohibit use of our cards in any country against which the United States has imposed sanctions. A current list of such sanctioned countries, as well as information about sanctions, is available on the U.S. Department of the Treasury website: treas.gov/offices/enforcement/ofac.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

PaymentNet® is a registered trademark of JPMorgan Chase & Co. MasterCard® and smartdata.gen2™ are trademarks of MasterCard International. Visa® is a registered trademark of Visa Inc. Microsoft®, Excel®, and Internet Explorer® are registered trademarks of Microsoft Corporation. Adobe Acrobat® is a registered trademark of Adobe Systems Incorporated.

All trademarks, trade names and service marks appearing herein are the property of their respective owners.

This document does not constitute a commitment by any J.P. Morgan entity to extend or arrange credit.

© 2022 JPMorgan Chase & Co. All Rights Reserved. JPMorgan Chase Bank, N.A. Member FDIC.



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

A. Cover letter

May 24, 2022

Ms. Sidney Duffy
Jefferson Parish

RE: Request for Proposal to provide Payment Processing Services for Debit-Credit Card and other Forms of Electronic Payments RFP No. 0438

Dear Evaluation Committee Members:

Thank you for the opportunity to respond to the Jefferson Parish (the Parish) Payment Processing Services Request for Proposals (RFP). JPMorgan Chase Bank, N.A. (J.P. Morgan) appreciates the opportunity to develop a relationship with the Parish by offering—through our Paymentus partnership—a “best-in-class” innovative solution backed with world class dedicated service.

Based on our understanding of your current payment processing environment, we are confident our proposal speaks directly to the primary focus areas found in the RFP, namely:

- Leveraging the most current payment processing technology available in the government digital payment processing space so payments can be accepted from any device, at any time, from anywhere
- Strong and dependable financial institution providing security of the Parish’s resident’s critical payment information
- Competitive pricing structure and public facing convenience fee that maximizes the value to the Parish while achieving a lower all-in cost to the public
- Delivering a multi-channel payment solution that meets the changing consumer demands for transacting their business in a convenient and secure manner
- An Agent Dashboard flexible interface feature designed to enhance internal Parish reporting for users and deliver a better overall service experience for the public

Our goal is to deliver comprehensive solutions economically and efficiently to our clients, while maximizing the use of technology. Our solutions endeavor to isolate areas where paper processes can be eliminated and manual processes can be reduced – all while helping to remain vigilant against ransom and cyber intrusions.

Our success in Louisiana is directly related to our business philosophy of providing personalized client service and innovative products to our public sector clients. We believe J.P. Morgan is well suited to perform the duties as the Parish’s payment processing provider for the following reasons:

- **Treasury services expertise** - As a leading provider of banking services to the government sector, J.P. Morgan has the scope and scale necessary to provide leading treasury solutions to the Parish. We have provided comprehensive depository, disbursement, payable and cash management services for more than 200 years and are precisely positioned to deliver value and industry leading practices to the Parish. With more than 1,900 Government clients, J.P. Morgan Treasury Services is one of the world’s most capable providers of treasury management services while providing local coverage, government expertise and dedicated client service.
- **Transition incentives** - We believe you will find our response to be very competitively priced, while providing advanced treasury management solutions that meet the Parish’s specific payment processing objectives. To demonstrate our commitment to this relationship, we are pleased to offer you:

- A net bank-managed **competitive earnings credit rate** on any non-interest bearing collected balances to offset billed service fees and an equally competitive rate on any potential excess interest-bearing balances. These rates are net of any Balance Based Charges (BBC or commonly known as FDIC) and have no reserve requirement.
- A fee waiver for proposed bank-provided treasury services **of up to \$50,000 for the first six (6) months** beginning at contract signing to assist the Parish in offsetting possible duplicate charges as you transition from your current service provider to J.P. Morgan. This will be an offset to any transitional cost incurred by the Parish.
- A **credit of up to \$7,500** for upgrading PCI compliant card processing terminal devices to be deployed as a component of our proposed solution.

Based on our review of the Parish's RFP and the assumptions gleaned from the information you provided, we estimate our **total incentive value will exceed \$57,500** for the first year before any operational and efficiency savings.

- **Leader in Government Banking:** J.P. Morgan continues to be the only bank in Louisiana that employs a specialized group of employees who support the banking needs of government clients. Relying on this perspective allows us to make informed, focused and consistent efforts to better understand the Parish's needs, and then to provide you with professional banking, cash management, credit and financial services with the objective of helping you be more efficient and effective.
- **Technology commitment:** Like so many other major municipalities seeking to safeguard the public's financial assets, we believe the Parish requires a leading technology provider who has the financial strength, longevity and innovation necessary to effectively and efficiently meet your banking needs. Last year, J.P. Morgan spent over \$12 billion on investments in technology with a focus on electronic payments, cybersecurity and fraud protection.
- **Implementation and project management approach:** We differentiate ourselves through excellent implementation, project management and client service. You should have confidence in the capabilities of your selected provider to understand and respond in a timely fashion to your requirements. From the time your processing contract is initiated, through the implementation of our products and ongoing support, you will experience consistent and responsive service provided with personal attention.
- **Shared community commitment:** The Parish strives to build a stronger community by providing quality education and business development support. Similarly, J.P. Morgan's corporate citizenship initiatives in the State of Louisiana help to build and sustain a strong community. As a financial services provider to both consumers and businesses in Jefferson Parish, we take our corporate and civic responsibilities seriously and understand that our commitment extends beyond our grant recipients directly to Parish constituents. Last year, J.P. Morgan contributed over \$2 million to nonprofits in the region. We have 160 employees, 11 branches and 52 ATMs in the Parish. The firm also purchased \$8.5 million in goods and services from Parish businesses.

For the last several years and throughout our enclosed response, we have demonstrated our desire and commitment to becoming your processing provider. By selecting J.P. Morgan, you can be confident that you are supported by a provider who can deliver market leading value through our experienced personnel, advanced technology, a consultative approach and proven solutions that serve you well into the future.

Thank you for your consideration. Please do not hesitate to contact me for additional information.

Sincerely,

Gregory N. Rattler, Sr.

Greg Rattler, Sr. | Relationship Executive | (504) 623-1857 | greg.rattler@jpmorgan.com




B. Table of Contents

A. Cover letter	1
B. Table of Contents	3
Executive summary	5
C. Technical Proposal	14
PART II – SCOPE OF WORK/SERVICES	14
D. Proposer Qualifications and Experience.....	30
E. Innovative Concepts	34
F. Project Schedule	35
G. Financial Profile	37
References	38
Attachment “A” Insurance Requirements.....	39
Signature Page	40
Corporate Resolution	41
Affidavit	45
Terms and conditions	50
Exceptions	52

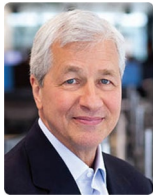
Appendices

Appendix 1. Insurance Certificates

Appendix 2. Paymentus Service Terms



"Ultimately, the basis for our success is our people. They are the ones who serve our customers and communities, build the technology, make the strategic decisions, manage the risks, determine our investments and drive innovation. Whatever your view is of the world's complexity and the risks and opportunities ahead, having a great team of people—with guts and brains and enormous capabilities who can navigate personally challenging circumstances while dedicating themselves to professional excellence—is what ensures our prosperity, now and in the future."



Jamie Dimon

Chairman and CEO

JPMorgan Chase & Co.

2020 Annual Letter to Shareholders

Executive summary

Jefferson Parish citizens benefit from modern payment methods that allow them to view and pay their bills easily and efficiently. With the Digital Bill Payment solution, the Parish is poised to deliver innovative solutions to your citizens by providing them with the ability to pay obligations owed to you in person or online, in many convenient ways. You require a solution that delivers an industry-leading electronic payment and data processing platform as well as the capabilities of a financial services leader.

We're collaborating with Paymentus, an industry-leading eBilling and payment solutions platform, to help meet your needs. The Paymentus solution provides the Parish with an omni-channel payment solution to meet your current requirements and your future growth opportunities, including PayPal, Venmo and digital wallets.

Achieving the Parish's goals

We share insights, perspectives and thoughts to help your staff operate efficiently and meet your objectives. Our solutions drive positive operational outcomes, enhance automation and lower staff time spent on manual processes with a well-prepared and cohesive strategy.

We work with you to outline a plan of proposed initiatives that align with your objectives. We also consistently reevaluate this plan to help ensure we stay current with your dynamic goals and priorities.



Relationship with Paymentus

Your citizens expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to provide a market-leading, paperless electronic bill presentment and payment solution. We offer your citizens a **seamless** and **fast payment experience** through our collaborative relationship, leveraging one vendor relationship, contracting directly with us. However, through our collaboration with Paymentus, you can benefit by working with two industry leaders. Paymentus provides an innovative payments platform and J.P. Morgan, as the #1 merchant acquirer in the U.S., provides you with quick and correct transaction processing and **security of your data**.

Our solution provides a single, integrated platform for web, mobile, interactive voice response (IVR) and in-person payments. Your citizens can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with:

- eCheck
- Credit or debit card
- Digital wallets
- In-person cash payments

Control the entire life cycle of your citizens' payments. The solution also helps you:

- Improve reconciliation by streamlining a paper-intensive process
- Improve working capital by reducing paper float
- Expedite collections when you migrate your citizens to electronic payments

As a fully hosted, single-vendor solution, Digital Bill Payment eases the burdens, pitfalls and fees that come with coordinating various systems. Our solution helps you better manage your billing and payment process. With one connection and one integration, you get access to a broad spectrum of services and capabilities. **You choose** when and how you enable them—whether it's today or down the line as your needs change.



Electronic credit card processing solutions

While legacy providers focus on stabilizing solutions built on multiple code bases, we're innovating and advancing our unified platform with:

- More payment methods
- More touchpoints for interaction
- More intuitive experiences

Digital Bill Payment modernizes capabilities and improves reliability, security and productivity.

Multi-channel enables your citizens to interact with you through several touchpoints, but each interaction is distinct and different. Our omni-channel approach provides consistent, contextual experiences with a 360-degree view across all touchpoints. It removes the distinctions among channels to create a single customer view with personalized interactions and messaging at the right time.

Below, we've included a brief overview of the extensive capabilities designed to help you achieve an optimal customer engagement level. You choose the features, functionality and implementation approach that supports your specific digital billing and payment needs today and as they evolve over time.

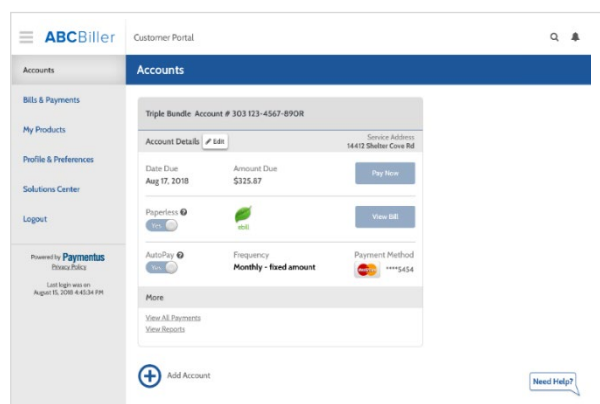
Online payments

The Digital Bill Payment solution offers multiple integration options. They include fully hosted user interfaces (UI)s to a client-hosted solution using a tokenized payment application programming interface (API). The Digital Bill Payment solution supports single sign-on and provides many programming integration requirements with your systems and website.

For the hosted UI, our solution offers distinctive flexibility that leverages your style sheets, allowing you to choose:

- Logos
- Fonts
- Interstitials
- Banners,
- Specialized fields and more

The online channel is easy to navigate and simple to understand with automated technologies to help minimize user errors and enhance security and privacy. We designed the UI with significant configurability to meet clients' specific needs for branding, specialized fields, layout and flow that integrate seamlessly with your existing online presence, CIS and other back-end systems. All aspects of the service are also available via API, Iframe or modal.



Pay now (unregistered): This user experience doesn't require registration or a login and provides a way for your citizens to make a one-time payment quickly and easily.

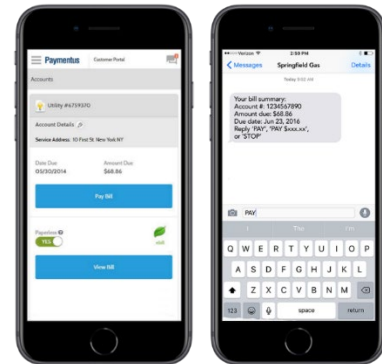
Customer portal (registered): The enrolled customer experience (single sign-on, if desired) provides robust billing, payment and user-preference functionality through a highly secure, self-service portal. The navigation bar on the left of the page helps citizens find the content and options they're looking for quickly and easily.

Mobile payments

Our platform delivers greater convenience for busy, on-the-go customers. We have multiple options to confirm the solution aligns with your business strategy.

Mobile web: The responsive design optimizes the web experience for smartphones and tablets, providing an ideal viewing experience with minimal resizing, panning and scrolling.

Pay-by-text: It doesn't get any easier than this. This service allows your citizens to opt-in to receive a text message with their current balance and due date. They can respond "Pay" to instantly pay their bill.



AutoPay/recurring payments

With AutoPay, your citizens can set up worry-free, automatic recurring payments, choosing the frequency and method of payment from the options you provide. The service includes enrollment management, notification preferences, schedules, payment methods and more. Additionally, you can give your staff permission and related entitlements to set up AutoPay on behalf of a citizen.

Most important, the Digital Bill Payment solution's PCI-certified platform makes certain payment methods are never captured or stored in the Parish's systems.

IVR payments

We provide a fully integrated voice response payment channel with customized greetings and configurable flows. Voice prompts support English and Spanish. Citizens can "zero-out," or transfer automatically upon detection of difficulty, to speak with a customer service representative.

Paymentus owns their IVR technology, and they don't rely on a third-party vendor for this mission-critical channel. They have an industry-leading success rate of over 90 percent for processed payments resulting from investments in a simplified caller experience that balances security with usability.

Secure Service®

Secure Service® is a patented technology for phone-based payments. It removes the significant risks and non-compliance issues associated with live phone payments and captures payment details securely in a Paymentus-hosted environment. This way, your customer service representatives (CSRs), processes and systems are completely removed from PCI exposure.

When it's time for the citizen to provide payment details, the CSR accesses the secure environment, and information carries over with no need to re-authenticate. As the citizen enters payment details, the CSR is able to monitor progress to verify a successful payment.

Chatbot

We built a conversational bot that eases the burden of addressing common requests as billing and account inquiries are a daily function of customer service departments. Customers communicate with the bot:

- To get answers to questions
- Receive account balances
- Make a payment
- Schedule a payment
- Connect to live help.

Chatbot leverages our patented Secure Service technology to offer full support while shielding your organization and staff from sensitive pay account information during the payment process.

eBill Presentation

We offer a flexible approach, allowing the Parish to construct the eBill solution that meets your business needs and engagement strategies. Whether you host the UI or take advantage of our user-friendly interfaces and notification tools, this solution helps you maximize paperless adoption while lowering your cost of bill delivery and payment collection.

Online presentment: Our responsive design optimizes the web experience for PCs, laptops, smartphones and tablets and with a hosted UI. Your citizens have a consistent experience each time on any device. When a new bill is available, the solution sends an email notification to the citizens with a link to view and pay the bill securely on the website.

Secure PDF: Your citizens receive an email with an attached PDF bill summary that displays the account number, amount due, due date, masked payment method and the field where they can enter the amount and make a payment—all within the secure PDF attachment.

In-person payments

Point-of-sale devices: For over-the-counter payments in your municipal locations, the Digital Bill Payment solution supports electronic devices that populate card information automatically into the Agent Dashboard. This fully encrypted process allows you to move progressively away from handling and exposing staff to sensitive credit card information. The customer service agent only enters the payment amount and citizen account number.

The Digital Bill Payment solution offers a simple, single interface model for quick, seamless and secure payments. This differs from what the legacy providers offers: a cumbersome, over-the-counter payment experience that switches between a virtual terminal and the billing platform.

Kiosk: Kiosks make it convenient for your citizens to pay in a government building lobby or other self-service venues, versus at the counter—saving valuable time for your staff and eliminating exposure to PCI data. A few simple prompts guide citizens through the payment process. Once processed, they receive a confirmation.

Kiosks can be set up to accept direct entry of card numbers or equipped with card reader devices for fully encrypted payment acceptance. They can be connected to the Internet through a channel that doesn't transmit data over the Parish's network.

Retail locations: We also have extensive experience implementing walk-in services at well-known and conveniently located retail stores your citizens visit already. Paymentus collaborates with MoneyGram, Walmart and others for retail, walk-in cash payments. The integrated platform allows you to view all cash payments made through these networks in real time on the Paymentus Agent Dashboard.

Having the option to make in-person cash payments is essential for many of your customers. We help you reach these customers through our network of conveniently located retail stores your citizens already visit, all with real-time visibility to payments and without the need for separate integrations. Our network of agents includes a long list of current and growing retail payment locations, including Walmart, Walgreens, CVS, Rite Aid, Target, 7-Eleven, Dollar General, Family Dollar, Office Depot, USPS, Boost Mobile, Kroger, numerous regional grocery stores and more.

Agent Dashboard

The Agent Dashboard is a dynamic, web-based tool designed for the Parish to support your citizens across all channels, payment types and methods. Deploy this powerful tool easily across your payment locations with role- and permission-based access that is self-administered by you. It's a **one-stop shop** for your staff to perform a variety of business intelligence and customer care functions, including the following:

- Accept payments
- View payments
- Cancel payments
- Suspend accounts
- Block pay methods
- Control user access
- View/download reports
- View system uptime
- View system metrics
- Live chat with customers
- Search for payments
- View bills and suppress paper
- Manage file exchanges
- Open/track status of cases
- Manage customer messages
- View third-party payments
- Access big data tools that go beyond standard statistics

Reporting

The Digital Bill Payment solution provides a powerful and comprehensive suite of reports available in real time through the Agent Dashboard. We simplify reconciliation and help you realize the time and cost savings of electronic payments. View daily deposits at a glance with the number and dollar amount of deposits, number and dollar amount of returns and the net deposit amount.



Enterprise Communications Manager

To maximize value for the Parish, the Digital Bill Payment solution offers full-feature customer messaging through the Enterprise Communication Manager (ECM). This tool helps you send your customers important reminder notices by email, text or voice at key points during the billing and payment cycle.

Capabilities include standard notifications and reminders as well as the ability to send targeted campaign messages. The process is simple with our intuitive ECM interface to target the customers, determine the delivery method, define the date and time for delivery, and provide the content. It alleviates the time and expense associated with sending out paper communication or having CSRs make outbound calls.



Experienced relationship team

Your relationship executive, **Greg Rattler**, is responsible for coordinating all aspects of the Parish's relationship with J.P. Morgan. Greg is responsible for developing treasury solutions and for providing specific information related to our proposal.

Your staff remains up-to-date through regular relationship reviews, training opportunities and client discussions via local coverage.

We assign an experienced onboarding specialists to facilitate the transition and implementation of services.



Reputable financial institution

Financial strength and stability remain a key objective for all Government clients. The Parish demands the highest degree of safety for the transactions entrusted to your provider. J.P. Morgan has developed and maintained strong financial discipline throughout fluctuating market conditions. We follow sound accounting standards, provide transparent public reporting and offer first-rate information management systems.

As one of the world's largest financial institutions, our actions are critical to keep the global economy going. J.P. Morgan remains resilient and steadfast in using all our resources to support our colleagues, clients and communities across the globe.

We anticipate and are prepared for eventualities, and our fortress balance sheet allows us to remain a port in the storm. Please see on <https://www.jpmorganchase.com/ir> for our most recent quarterly and annual financial results.

As of March 31, 2022, we have:

- Market capitalization of \$400.4 billion.
- Total equity of \$ 285.9 billion.
- Deposits of \$2.6 trillion.
- Loans of \$1.1 trillion.
- Tier 1 Capital and Total Capital ratios of 13.7% and 15.4%, respectively. The ratios presented are calculated under the Basel III Fully Phased-In Approach.

Developing and advancing our communities

JPMorgan Chase & Co. (JPMorgan Chase) and our Commercial Banking team are dedicated to the long-term vitality of our communities. As a market leader in multifamily lending, we help increase the affordable housing supply and grow local organizations through financing. We play a leadership role in our communities not only through our products, programs and extensive investments, but also by the involvement of employees in many community-based organizations and activities. Our employees serve numerous organizations by providing expertise and technical assistance, as well as financial education.

Making a difference

Firmwide initiatives



Developing and advancing communities

We're dedicated to the long-term vitality of our communities. As a market leader in multifamily lending, we help increase the affordable housing supply and grow local organizations through financing.



Making a financial commitment to fight racial inequality

Our 5 year, \$30 billion commitment to help close the racial wealth gap draws on our expertise in business, policy and philanthropy to drive an inclusive recovery, support employees and break down barriers of systemic racism.



Assisting diverse suppliers in their economic growth and development

We created the Supplier Diversity initiative based on our long-standing relationships with diverse business development organizations and committed to spending an additional \$750 million with diverse suppliers.



Helping diverse-owned businesses gain access

We have a wealth of resources and events designed to help diverse-owned businesses gain access to capital and supplier diversity opportunities.

Commercial banking initiatives



Dedicated to sustainability-focused companies

Commercial Banking's Green Economy Banking team provides dedicated banking services and expertise to sustainability-focused companies, while supporting firmwide sustainability initiatives.



Supporting vital solutions

We provide financing to local governments, schools and other essential not-for-profit institutions. Using industry expertise, we help streamline their operations and reduce costs to best serve our communities.

Conclusion

We understand the Parish is looking to advance technology and security for payment solutions by expanding your digital capabilities. We know it's all in the details. By selecting J.P. Morgan as your primary provider, utilizing the Digital Bill Payment solution for your payments platform and J.P. Morgan as the merchant processor, you're choosing specialized, proven and dependable institutions that focus on meeting your goals and objectives. We're excited about this opportunity to deepen our relationship with Jefferson Parish.

We are anxious to work with your team to implement a world class secured omni-channel payment solution for Jefferson Parish and its constituents. We hope that based on our firm's deep history and track record in Louisiana, we are able to demonstrate our ability to deliver value, efficiency and consistent service in helping the Parish meet its obligations to its taxpayers, vendors, employers and the general public.



Greg Rattler, Sr.
Relationship Manager
J.P. Morgan



C. Technical Proposal

Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

1. *The Merchant service provider (or providers, if multiple contracts are awarded) will be required to provide and operate, consistent with Parish guidelines and oversight, its own front-end payment system to process customer payments for various debt types owed to the Parish.*

Confirmed. J.P. Morgan has joined with Paymentus to provide a fully integrated solution that includes technology (user interfaces, tokenization, transmission, storage, etc.) and J.P. Morgan Merchant Services gateway and processing, as well as remittance, funding and reporting. Our collaboration provides modern interfaces, advanced capabilities and intuitive navigation along with the confidence of using a preeminent treasury and merchant services bank.

The Digital Bill Payment solution provides an all-in-one bill payment service that offers a full array of payment options. The advantage for the Parish is an **integrated suite of payment options** that are synchronized across channels. You benefit from satisfied citizen s that can pay their bill when they want, where they want, with whatever method they want. This can include payments for utilities, tax collection, courts, permits, licensing, parks, etc.

Digital Bill Payment		
Payment channel	<ul style="list-style-type: none">• Web• Mobile• Mobile wallet• Email• In-person (cashier, kiosk, Walmart, other retail locations)	<ul style="list-style-type: none">• IVR• Call center• Chat• Text• Virtual assistant (Amazon Alexa)
Payment type	<ul style="list-style-type: none">• One-time (immediate and future-dated)• Recurring/AutoPay	<ul style="list-style-type: none">• Payment plans• Ad hoc• Donations
Payment method	<ul style="list-style-type: none">• Visa and Mastercard debit• Visa• Mastercard• Discover• American Express• ACH/eCheck• Cash	<ul style="list-style-type: none">• Venmo• PayPal Credit• Amazon Pay• Apple Pay• Google Pay• PayPal

The Parish chooses the features, functionality and implementation approach that supports your specific needs today with the knowledge that additional channels and capabilities are ready to "turn on" when you choose.

User experience

The Digital Bill Payment online/mobile channel is easy to navigate and simple to understand with automated technologies to help prevent user errors and help ensure security and privacy. We designed the user interface with maximum configurability to meet our clients' specific needs for branding, specialized fields, layout and flow that integrates seamlessly with your existing online presence, CIS and other backend systems. All aspects of the service are also available via API and IFrames.

Pay Now (Unenrolled)

This user experience does not require registration or a logon and provides a way for your citizens and guests to make a one-time payment quickly and easily using any method of payment as defined by the Parish.

Customer Portal (Enrolled)

Our enrolled customer experience (single sign-on if desired) provides robust billing, payment and user preference functionality via a highly secure self-service portal. The navigation bar on the left of the page helps citizens find the content and options they are looking for quickly and easily. Citizens are prompted to use a payment method (credit, debit, ACH, digital wallets) already saved in their wallet or asked if they want to save a newly entered payment method.

2. ***Online features of the merchant account management software - The vendor should highlight how the merchant account is managed by the accounting/finance functions. For example, describe all the tools and methods for viewing transactions/batches, changing account information, responding to charge backs, user management, etc.***

The Digital Bill Payment's Agent Dashboard is a powerful reporting and management tool, giving Parish staff online access to real-time billing and payment activity across channels. Your CSRs and other authorized users have information to lookup/research payments and perform a broad array of customer care and back-office tasks including the following:

- View payments in real time
- Transact customer payments
- Cancel payments in real time
- Suspend/block payment methods
- Manage digital disbursements
- View billing statements
- Suppress paper for customers
- Live chat with customers
- View and access reports
- Download reports to Excel, CSV, etc.
- Create and manage a variety of customer messages

- Open and track status of a case
- View and track payment metrics
- Control access permissions
- Manage files
- Analyze data

An unlimited number of Parish users are given access to the Agent Dashboard. Users have their own logon ID and password or allow the Parish to pass authenticated users via single sign-on.

This powerful tool can be deployed easily across departments and functional areas with distinct access rights and permissions based on the roles that you define. The Parish has the ability to create and allocate user access rights as chosen from a broad list of system capabilities (e.g., accept payments, reverse or cancel transactions, create or delete accounts and so much more).

Typically, the chargeback process (customer-initiated reversal) is automated through the Agent Dashboard, where they are cross-referenced to the original payment. Detailed analysis is conducted by J.P. Morgan Merchant Services, with little or no merchant involvement required. Once a chargeback is deemed valid, it is presented in the *Reports* section of the Agent Dashboard. Full transaction details include the reason code and definition, customer name, issuance date, respond by date, transaction type, merchant number, transaction amount, dispute amount, invoice number, dispute account number, rollup number, case number reference number, transaction date, posting date, resolved date, original reference number, received date and the Primary Account Number key entry date.

3. *Merchant account - management software must be able to identify sub departments in transactions or multiple accounts.*

Confirmed. With the Digital Bill Payment Agent Dashboard, the Parish has real-time access to customer transactions across sub departments.

We have many clients with multiple divisions and product lines who benefit from the flexibility of our tool and the ability to accommodate multiple operating companies/sub departments.

The Parish can deploy the Agent Dashboard with role- and permission-based access rights, including the ability to create groups with limited access to a specific sub department and create roles with access to all sub departments.

4. *Merchant service provider is asked to provide application programming interface (API) for the debit/credit card processing that is .NET based and can be imbedded in any Jefferson Parish .Net application software.*

Confirmed. The Digital Bill Payment solution is an API-first based solution and all aspects of the offering are available via API. Our web service uses TLS/HTTPS. This is included in the service at no extra cost. The API available is REST and SOAP. The details of the fields passed in each is dependent upon the requested intent.

5. *Merchant service provider must also be able to work with other Parish Vendors to develop APIs between their payment system and service delivery or billing software.*

Confirmed. Integration with your internal systems and third-party applications that are part of your environment is a fundamental part of our services, helping ensure information is accurate and synced across systems. This includes exchanges for customer authentication, billing/account details (amount due, due date, etc.), payments, user preferences, etc.

The Digital Bill Payment solution is remarkably flexible and extensible. We work closely with your technical team to determine the connectivity and the most effective transfer of information. The sophisticated rules-based engine and built-in configuration of our platform allows us to configure the solution to meet your needs without the need for custom code development.

We exchange data with the Parish and other Parish vendors using any combination of web service APIs and file interfaces with delivery via SFTP. All web services connections and file transmissions are automated and monitored for successful completion.

The data to be exchanged is completely configurable based on your business needs and the solution set selected. With additional discovery and context of the scope that applies to our relationship, we are able to share specific and meaningful information for integration and data exchange.

6. *All software (API) provided must be PCI compliant.*

Confirmed. The Digital Bill Payment solution operates in full compliance with all card associations, debit networks, Nacha and federal requirements for electronic payments.

We are PCI DSS 3.2 Level-1 compliant and certified, which is the highest level attainable. Our in-house specialists constantly review our systems and processes to help ensure ongoing compliance with the latest requirements of the PCI DSS. We undergo annual PCI audits performed by a third party, a Qualified Security Assessor.

7. *All payments made by a customer must be immediately deposited directly into a designated Parish bank account through a Parish-approved banking partner, and at no time would flow through the Contractor's bank account.*

For operating/concentration account(s) at J.P. Morgan, daily funds for all payments collected from all channels ahead of the 8:00 p.m. ET cutoff time settle in batch by ACH deposit. This offsets to your J.P. Morgan bank account(s) the next banking day. The deposit(s) does not depend on the payment method or on collecting funds from the customer's account. The total deposit matches the daily remittance file.

Additionally, Paymentus manages settlement/clearing with J.P. Morgan Merchant Services using our Digital Bill Payment solution. This provides the Parish with a streamlined remittance process across multiple payment channels and payment methods. It includes reporting and deposits that match to the penny. Merchant ID set up (or transition) is a standard protocol that we configure and test as part of the fully managed implementation process.

If you require settlement to multiple distinct accounts (e.g., by payment type, department, LOB, etc.), we can easily accommodate that.

Speedy and simple

We provide next-day funding via ACH, helping you get **your funds faster** and **simplifying reconciliation** by removing the staggered funding process. We offer next-day settlement across all payment methods except for Amex (two-day settlement). The Parish has full continuous visibility in real time to the current amount due for collection. Real-time, detail- and summary-level reports are available to view each transaction and payment so you can reconcile them with the associated bank deposit.

We work with you to determine your funding time requirements for optimized funding and reconciliation. In short, we fund all payment methods on the schedule you choose.

2.2 Period of Agreement

The term of any contract shall be for 2 years commencing on date of execution and shall expire 2 years thereafter. The contract may include two 2-year extensions.

Acknowledged

2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria stated in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

Acknowledged

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in Attachment B. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

Acknowledged

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer must describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Acknowledged

2.5 Location

The location(s) where service(s) is/are to be performed are at various Jefferson Parish facilities on both the east and west banks of the parish.

Acknowledged

2.6 Financial Profile

Proposers are requested to submit documentation from the past 3 years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

J.P. Morgan makes our financial statements and other publicly filed documents available through our website: <https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm>. This link provides the current and past JPMorgan Chase & Co. Annual Reports, including audited financial statements.

Paymentus

Publicly available financial/SEC filings are available at <https://ir.paymentus.com/financials/sec-filings/default.aspx>. As future financial statements are released to the public, they are made available here.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

JPMorgan Chase & Co. is a leading global financial services firm with assets of \$3.9 trillion and operations worldwide. The firm is a leader in investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing, and asset management. We serve millions of customers in the United States and many of the world's most prominent corporate, institutional and government clients under its J.P. Morgan and Chase brands.

JPMorgan Chase & Co. presents a rock-solid foundation with, as of March 31, 2022:

- Market capitalization of \$400.4 billion
- Total equity of \$285.9 billion
- Deposits of \$2.6 trillion
- Loans of \$1.1 trillion
- Tier 1 Capital and Total Capital ratios of 13.7% and 15.4%, respectively (ratios presented being calculated under the Basel III Fully Phased-In Approach)

Bonding requirements

All JPMorgan Chase & Co. and its subsidiaries' employees are bonded under the standard form of Bankers' Blanket Bond. Under the term of the bond, an employee's bond will be canceled as soon as J.P. Morgan learns of any dishonest or fraudulent act by the individual, whether the act was committed while the individual worked at J.P. Morgan or before employment began. Because J.P. Morgan employees must be bonded, a staff member's employment will cease upon termination or denial of a bond.

Please see Appendix 1 for our insurance certificates.

2.7 Proposal Elements

A. Technical

1. ***Each proposer shall address how the proposer will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).***

We are fully capable of meeting the Parish's requirements and timeline with the technology and resources that we have in place today. We have perfected the transition process for clients moving to our solution from in-house or legacy provider platforms, minimizing the time and effort on your organization. This includes working with your existing file formats and migrating data to help prevent disruption or require users to duplicate unnecessary actions (e.g., re-enroll, re-populate known information, etc.)

Our goal is to make the transition and implementation process as easy and seamless as possible. We collaborate closely with your team to gain a true understanding of your goals and business challenges so we can implement the solution set that you choose quickly, with low risk and optimized solution configurations.

We work together with the Parish in defining the business, functional and technical requirements of this project and ultimately the milestone dates that drive the implementation timeline.

Key milestones

- Business requirements and specifications with sign-off by all teams
- Detailed project plan developed based on above with sign-off by all teams
- Setup of funds settlement framework and options for digital disbursements
- Migration planning including the data to migrate and schedule
- Direct integration with client and third-party systems as required
- Incorporation of client rules and permissions for staff and customers
- Testing in UAT environment with sign-off by client
- Training approach defined and staff administrators and users identified
- Launch planning
- Post-Launch monitoring

Each of these activities is scheduled, executed, monitored and reported. As part of the discovery and planning stages, we collaborate on a communication plan that incorporates the insights we have gained while transitioning clients from your existing provider (and other providers) and using the same services as you are implementing.

A detailed and specific project plan is prepared after the final solution set and integration approach have been selected and both parties have signed off on a business requirements document. We help ensure we meet or exceed all of your business, timeline, budgetary and execution objectives not only for the implementation, but throughout our relationship.

2. *Plans for necessary training, where applicable. Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.*

Our team conducts training sessions during implementation for both your technical and business users. We have a flexible approach to training and can either conduct direct training for your entire team or conduct train-the-trainer exercises so that designated Parish associates become the subject matter experts.

Our training sessions cover the use of the Digital Bill Payment system—specifically the Agent Dashboard—which contains all information your CSRs and agents need to see and manage business in real time. An agenda for each training session is developed depending on the client and system specifics deployed.

We understand the scope of this RFP and are fully willing and capable of providing the required payment services. Digital Bill Payment can deliver a robust billing and payment solution across multiple payment touchpoints (e.g., web, mobile, email, text, CSR-assisted, in-person, etc.). Our single platform solution provides a 360-degree view of every customer transaction for all payment channels and payment types to enhance the customer experience, simplify reconciliation, increase business productivity and reduce costs.

3. ***Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.***

Your citizens expect modern methods to view and pay their bills. That's why J.P. Morgan has joined with Paymentus to provide a market-leading, paperless electronic bill presentment and payment solution. Through our collaborative relationship, we offer your citizens a **seamless** and **fast payment experience**.

Our relationship with Paymentus unites innovative technology with the security and confidence of a world-class treasury and merchant services bank. The resulting solution, Digital Bill Payment, meets your needs for a simplified, secure and customizable experience. It helps your citizens, giving them the ability to pay when, where and how they want.

This solution provides a single, integrated platform for web, mobile, IVR and in-person payments and more. Your citizens can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with:

- eCheck
- Credit or debit card
- Digital wallets
- In-person cash payments

SIMPLIFY AND STREAMLINE

- Stay close to the payment lifecycle
 - Improve reconciliation
 - Reduce paper float, improving working capital
 - Expedite collections with electronic payments
-

Keeping it simple

As a fully-hosted, single-vendor solution, Digital Bill Payment eases the burdens, pitfalls and fees that come with coordinating various systems. Our solution helps you better manage your billing and payment process. You get access to a spectrum of services and capabilities with one connection and one integration. **You choose** when and how you enable them—whether it's today or down the line as your needs change.

We're collaborating with Paymentus, the industry-leading eBilling and payment solutions platform, to help meet your needs. Paymentus provides you with an omni-channel payment solution to meet your current requirements and your future growth opportunities, including PayPal, Venmo and many digital wallets.

B. Qualifications and Experience

1. ***Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.***

We serve many clients of similar size and complexity to the Parish, which confirms the ability of our systems and services to handle and execute successfully. Our experience serving public sector clients (i.e., municipal, district, county and state) with multiple divisions (e.g., utilities, tax collection, courts, permits, licensing, parks, etc.), makes us well versed in providing an agency-wide solution with unmatched configurability to meet the specific needs of each department.

Our focus is on enhancing the user experience, increasing business productivity and protecting sensitive customer information. Our solution directly addresses the challenges and gaps that many organizations, like the Parish, have experienced with legacy providers who are slow to adapt to changing consumer and client expectations.

Today's municipal customers expect and deserve to have the same powerful presentment and payment tools that are offered by their financial and telecommunications providers. Customers are demanding easy-to-use self-service tools to manage their accounts, review their bills, make on-demand or recurring payments; and they want to do this on their own time, without waiting to speak to a customer service agent.

The Digital Bill Payment IVR/platform allows you to meet these growing expectations with modern and easy-to-use functionality that enhances the user experience, increases productivity of your staff and meets all security and PCI compliance requirements.

Customer service capabilities

In addition to your relationship executive, the Parish receives a designated client service associate and a designated backup. With this relationship, both develop a deep understanding of your business, the products you use and your overall business needs.

Marie Henderson is the Parish's designated client service associate and **Attila Topakogule** is your designated back up. Marie is your main point of contact for daily banking needs and is available during normal business hours. When Marie is not available, Attila is there to assist you as needed.

Marie and Attila receive training to provide you with the support you need. They work with appropriate operational colleagues, including the Paymentus service group, to make sure your requests are handled in a timely and accurate manner. Marie and Attila also have the authority to escalate whenever necessary to make sure we resolve your issue.

Additionally, the Parish receives access to **merchant-specific support** through Merchant Services specialists, account and support teams. Merchant Services Technical, Operations and Point of Sale Help Desks are staffed 24/7/365.

Marie Henderson



Role	Client Service Associate
Address	451 Florida St, Floor 1 Baton Rouge, LA 70801-1700
Phone	(225) 332-4030
Email	marie.henderson@jpmorgan.com

Responsibilities

Marie serves as the primary point of contact and as a proactive resource for the Parish’s banking service needs. With her understanding of all aspects of J.P. Morgan’s Treasury Services’ product functionality and technology, Marie facilitates the timely resolution of all service issues.

For day-to-day matters, she:

- Resolves the Parish’s inquires including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquires and other treasury service matters
- Identifies and resolves operational inquiries in a timely manner
- Shares her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitates the opening of additional accounts

Marie works with a team of client service associates who provide consistent, reliable and timely service support.

Biography

Marie Henderson has over 21 years of experience with J.P. Morgan. Marie began her tenure at the firm as a business analyst prior to joining the service team in 2016. As a business analyst with J.P. Morgan, Marie was responsible for analyzing client issues related to their products and services which involved determining root cause and solutions to lessen the risk and maximize the client’s cash management requirements.

Attila Topakoglu



Role	Client Service Associate
Address	8181 Communications Pkwy Bldg B, Floor 02 Plano, TX, 75024-0239
Phone	(214) 965-2714
Email	attila.topakoglu@jpmorgan.com

Responsibilities

Attila acts as a secondary contact for the Parish if Marie is not available.

Attila assists with:

- Resolving the Parish's inquiries including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquiries and other treasury service matters
- Identifying and resolving operational inquiries in a timely manner
- Sharing his specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitating the opening of additional accounts

Attila works with a team of client service associates who provide consistent, reliable and timely service support.

Biography

Attila Topakoglu has over 35 years of experience serving clients in operations and Commercial Banking. He is a results oriented professional, striving to help ensure every client is completely satisfied 100 percent of the time. Attila built his career on developing an in-depth knowledge of treasury products and service quality excellence.

Providing key operational support

Additionally, the Paymentus client service team is available 24/7 by phone and email and also by online case submission through the Agent Dashboard. Originators receive acknowledgement within 15 minutes and assign the appropriate lead from business, development, operations or implementation to address the request. They can escalate as needed to secure timely resolution.

Paymentus maintains a sophisticated case management system with all metrics managed and monitored daily, weekly and monthly by Paymentus, J.P. Morgan operations and senior management.

Technical support

Our client services team is **available 24/7** for operational and technical support. Parish staff members who have questions or issues can initiate a case via email, toll-free client support line, through your account manager or directly through the Agent Dashboard. Client services reviews cases and sends an acknowledgement to the originator within 15 minutes that includes a case number for tracking purposes.

We respond as quickly as possible. Our goal is to minimize impact and reduce the duration of any incident. Work begins immediately to identify, prioritize and resolve the problem in accordance with assigned severity levels and protocols. We log and manage incidents through our case tracking system that you can view for status and resolution updates.

Service level agreement

We stand by our services with the goal to always exceed your expectations for reliability, efficiency and timely support that meets or exceeds established response times. We pride ourselves on the quality of our services and support—and our clients agree. Annual client quality scores average 96.7 percent, and we maintain a 99.5 percent client retention rate.

We look forward to collaborating with the Parish to develop an appropriate service-level agreement that addresses service-level guarantees and associated remedies to secure your satisfaction.

2. ***Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.***

Be confident in the J.P. Morgan and Paymentus collaboration. Part of our commitment to you is having the appropriate individuals assigned to your relationship team and providing **outstanding client service**. We take a consultative, team approach to building relationships with our clients.

We assign a skilled relationship team made up of professionals with a variety of expertise. They listen carefully and proactively and provide targeted ideas to energize your business.

In addition to the J.P. Morgan team, you are assigned designated resources at Paymentus.

- **Relationship executive:** **Greg Rattler** serves as the lead relationship contact at J.P. Morgan. Greg is a highly experienced client advocate and maintains responsibility for the overall relationship with the Parish.
- **Product specialist:** **Tyler Hardin** works with your relationship team and is the conduit between Paymentus and J.P. Morgan.
- **Banker associate:** **Rhonda Rose** is responsible for supporting Greg and the relationship team regarding your banking needs.
- **Merchant Services:** **Mary Beth LaRocque** works with your relationship team and is a main point of contact for merchant card processing.
- **Paymentus account manager:** Your account manager understands your business and serves as a liaison to an extended group of subject matter experts. They help ensure you have full access and resources to support your needs.

Brief biographies and contact information for your relationship team follow on the following pages.

Relationship executive

Greg Rattler serves as the lead relationship contact at J.P. Morgan. He is responsible for the Parish's banking arrangements at J.P. Morgan and the effectiveness of our team handling your banking services.

Gregory Rattler



Role	Relationship Executive
Address	201 Saint Charles Ave, Floor 28 New Orleans, LA 70170
Phone	(504) 623-1857
Email	greg.rattler@jpmorgan.com

Responsibilities

Greg leads the Parish's banking team with a focus on the quality and delivery of our services.

He:

- Serves as your primary point of contact for the bank's full capabilities
- Recommends products and services that meet the Parish's needs and goals, including financing solutions, treasury management and other banking services
- Oversees delivery of products and services, including financing, treasury services and other financial services
- Addresses your overall satisfaction with your J.P. Morgan banking relationship

Biography

Greg Rattler is an executive director and senior banker in the Government and Not-For-Profit banking group of J.P. Morgan. In this capacity, Greg brings over 24 years of government finance management and over 21 years of banking experience to the governmental, higher education and not-for-profit clients of the bank. Greg previously served as deputy director and director of finance for the City of New Orleans and as first assistant state treasurer for the State of Louisiana.

Greg holds a Bachelor of Arts in Public Administration and a Master of Business Administration, both from Loyola University of New Orleans. He is a fellow of University of New Orleans' Institute of Public Policy, member of the Delta Sigma Pi Professional Business Fraternity, the American Society of Public Administrators and the Louisiana Chapter of the Government Finance Officers' Association. He is also a fellow of Leadership Louisiana, Inc. (1998), the New Orleans Regional Leadership Institute (2003), and the Loyola University Institute of Politics.

Product specialist

Working with your relationship team, the product specialist is the conduit between J.P. Morgan and Paymentus.

Tyler Hardin



Role	Product Specialist
Address	7301 Baymeadows Way, Floor 01 Jacksonville, FL, 32256-6826,
Phone	(904) 462-1643
Email	tyler.hardin@chase.com

Responsibilities

As your product specialist, Tyler serves the Parish in a consultative capacity.

He:

- Provides subject matter expertise as the Parish becomes familiar with our digital solution
- Helps you identify and prioritize target applications
- Shares lessons learned, leading practices and approach options
- Facilitates the information exchange, analysis and configuration definition during the onboarding project scoping
- Provides continuity from the sales phase through implementation
- Serves as an escalation point, should one be needed
- Provides consultative services to the Parish to identify the optimal configuration solution that enables you to achieve your business objectives

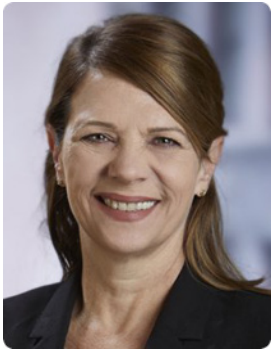
Biography

Tyler Hardin is a Jacksonville native and veteran of the United States Marine Corps. After exiting active duty, he spent 18 years at Wachovia/Wells Fargo working in client service and implementations of Government clients. He began at J.P. Morgan in 2021 taking on a role on our Receivables Solution team.

Banker associate

The banker associate is responsible for supporting the relationship executive and the Parish’s team at J.P. Morgan.

Rhonda Rose



Role	Commercial Banker Associate
Address	201 Saint Charles Ave, Floor 28 New Orleans, LA 70170
Phone	(504) 623-7809
Email	rhonda.p.rose@jpmorgan.com

Responsibilities

Rhonda works with Greg to identify and understand the Parish’s cash management objectives and formulates recommendations and solutions.

She:

- Initiates and monitors the implementation of all the Parish’s contracted services
- Reviews the first set of analysis statements for accurate billing
- Analyzes your existing account structure to uncover cost savings opportunities and potential product enhancements
- Supports a successful client relationship, including conducting annual client reviews with your treasury management officer

Biography

Rhonda Rose is a Commercial Banking associate serving Government, Healthcare, Higher Education and Not-For-Profit clients in North Texas and South Louisiana.

Rhonda currently has more than 25 years of banking experience with J.P. Morgan and its predecessor banks and has extensive experience with treasury management products. She has been a branch manager in retail and has managed treasury services implementations for Middle Market and Government clients providing treasury solutions. Rhonda has been in her current role for five years.

Merchant Services

Working with your relationship team, your merchant services business development representative is your main point of contact for your merchant card processing requirements with J.P. Morgan.

Mary Beth LaRocque



Role	Business Development Representative, Merchant Services
Address	142 William Gannon Rd Manchester, NH 03104
Phone	(603) 236-2137
Email	marybeth.larocque@jpmorgan.com

Responsibilities

As a business development representative, Mary Beth engages clients who seek professional assistance with their card acceptance programs.

She:

- Reviews the Parish’s current card acceptance environment
- Makes suggestions for both cost and process improvements
- Works with the J.P. Morgan team to structure an optimal card acceptance solution that maximizes value and minimizes expenses

Biography

As a business development representative, Mary Beth LaRocque consults with government, Higher Education, Healthcare and Nonprofit clients to create an optimal card acceptance program. Mary Beth works with clients to simplify card acceptance, increase efficiencies and reduce overall processing costs.

Mary Beth has been in Merchant Services for 17 years, providing quality services and solutions within the payments industry. Prior to working with the firm, Mary Beth worked in the data security and ecommerce arenas, providing business development and account management services.

Paymentus account manager

Paymentus assigns a seasoned account manager to the Parish. Your account manager’s job is to understand your business and serve as a liaison to an extended matrix of Paymentus technical resources and subject matter experts. Your account manager and their director are available during business hours and after hours to make certain you have full access and resources to support your needs.

Your Paymentus account manager is your point of contact for technical support and emergency technical issues. Your J.P. Morgan relationship team is your main point of contact outside of technical support.

D. Proposer Qualifications and Experience

History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

JPMorgan Chase & Co. (JPMorgan Chase) is a financial holding company. Its principal banking subsidiary is JPMorgan Chase Bank, N.A., a national banking association with branches in 48 states. Here are some other key distinctions we think you should know about us:

- Our principal nonbank subsidiary is J.P. Morgan Securities LLC (“J.P. Morgan Securities”), a U.S. broker-dealer
- The firm’s principal operating subsidiary outside the U.S. is J.P. Morgan Securities plc, a U.K.-based subsidiary of JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A., is wholly owned by JPMorgan Chase & Co.
- JPMorgan Chase is a leading global financial services firm with assets of more than \$3.9 trillion.
- A component of the Dow Jones industrial average, JPMorgan Chase & Co. has its corporate headquarters in New York

WE'RE STRONG IN NUMBERS

JPMorgan Chase has a global reach

We have 137 locations across the U.S. and 30 major international cities. Commercial Banking provides comprehensive financial solutions, including:

- Lending
 - Treasury services
 - Investment banking
 - Asset management
-

The firm serves millions of consumers in the United States and many of the world's most prominent corporate, institutional and government clients under the J.P. Morgan and Chase brands.

Lines of business

Both JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., are managed on a line-of-business basis. The business segments are based on the products and services provided or the type of client served. The services required to meet your requirements are provided through our Commercial Banking line of business.

JPMorgan Chase & Co. current organization by lines of business



Figure 3

History of our firm

The story of JPMorgan Chase and our legacy institutions reaches back more than 200 years. Since then, we’ve amassed more than 1,200 financial institutions and become the largest bank in the United States and one of the premier financial institutions in the world.

Highlights of our history

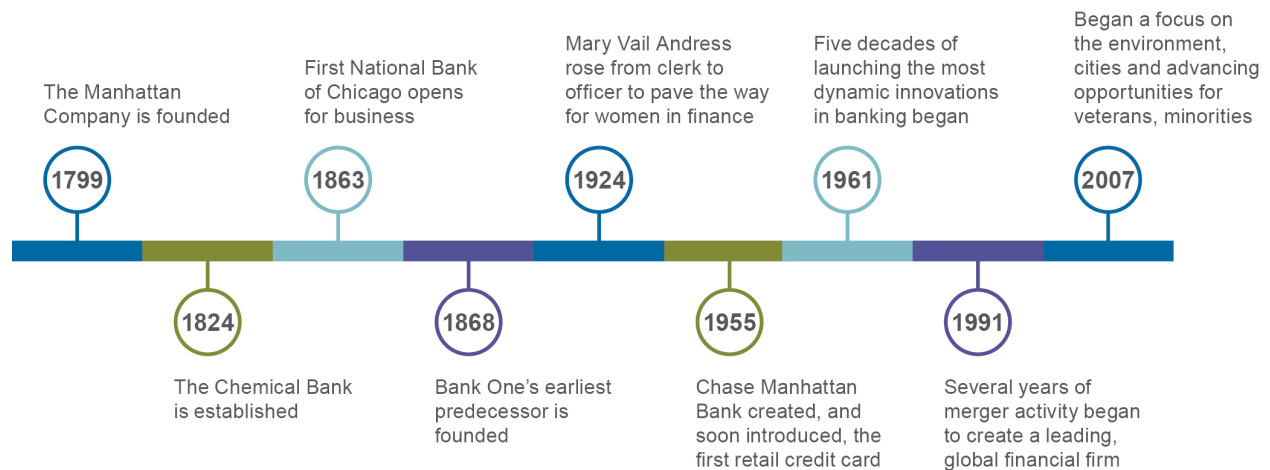


Figure 4

These predecessors, and many more, delivered innovations in finance to help grow the U.S. and global economies.

Public sector experience

Within Commercial Banking, the public sector is a key industry segment in which we continue to invest and enjoy ongoing growth. Our Government Specialized Industry segment provides financial solutions such as tax processing and general banking services to more than 1,900 clients at the state and local government levels. There are more than 230 supporting this industry.

J.P. Morgan's higher education, public sector and nonprofit experience is detailed below.

Our experience

- **Public Sector:** Within Commercial Banking, the public sector is a key industry segment in which J.P. Morgan continues to invest. Our Government Specialized Industry segment provides financial solutions such as tax processing and general banking services to more than 1,900 clients at the state and local government levels. For more information, see our Government Banking website: <https://www.jpmorgan.com/commercial-banking/industries/government>.
- **Nonprofit Banking:** Leverage our dedicated team's deep industry insights and years of experience working with nonprofit organizations like yours. Through customizable solutions, our nonprofit specialists are particularly equipped to help you support your institution's specific mission, minimize operational risks and streamline your overall operation. Our Nonprofit Banking segment provides financial solutions such and general banking services to more than 900. For more information, go to <https://www.jpmorgan.com/commercial-banking/industries/not-for-profit>.
- **Higher Education:** J.P. Morgan Higher Education banking provides customized solutions to facilitate your institution's specific growth objectives, minimize your risks, adapt to new technologies, manage the ongoing pressure to keep tuition affordable and further streamline your operations. Our Higher Education segment provides financial services to approximately 465 clients. For more information, please refer to: <https://www.jpmorgan.com/commercial-banking/industries/higher-education>

Paymentus

In selecting J.P. Morgan as your primary provider, utilizing Paymentus for your payments platform and J.P. Morgan as the merchant processor, you are choosing specialized, proven and dependable institutions focused on meeting your goals and objectives.

Founded in 2004 by industry leaders, Paymentus delivers next generation solutions that directly address the challenges and gaps that many organizations, like Jefferson Parish, have experienced with legacy providers who are slow to adapt to changing consumer and client expectations. We automate what has traditionally been manual processes, seamlessly integrating to optimize the user's experience and creating a level of bill payer engagement not previously available.

All of our energies and 100 percent of our staff are dedicated to the development, delivery and support of digital services that increase user engagement, drive digital adoption, speed payment collection and improve visibility and control. We are passionate about helping our clients create the valuable and personalized experience consumers' demand, without sacrificing the security, compliance and cost considerations that are also critical to a successful program.

Today, we support more than 1,700 clients, including hundreds of government entities, with a focus on enhancing the user experience, increasing business productivity and protecting sensitive user information. This includes the ability to incorporate and integrate with the technologies our clients have chosen to include as part of their user-facing environment. This is evidenced by our 99.5% client retention rate.

E. Innovative Concepts

Present innovative concepts, if any, not discussed above for consideration.

Paymentus is at the forefront of the industry, delivering innovative technology and fresh perspectives that are disrupting the status quo of legacy providers. We work hard to maintain our position as the market-leading, advanced, high-quality provider in the industry. We anticipate and support evolving regulatory conditions, client needs and emerging technologies.

Making a significant and continued investment

We're constantly looking to make improvements to our platform, infrastructure and user experience. We plan for one quarterly major release and two minor releases. We develop and release any new features we create based on a specific client request. Then, these new features are available for all clients.

Our clients are active participants in the upgrade plans. The Paymentus account management and product teams meet regularly with our clients to review service performance, discuss client goals, and share experiences and success stories from other clients. We also engage our clients to discuss ideas and plans for future upgrades.

Members of the Paymentus legal, compliance and senior leadership teams continually monitor the legal landscape and its impacts to the delivery of our services to clients, as well as regulatory impact on our policies, standards and practices. We roll compliance changes into product releases.

F. Project Schedule

Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

J.P. Morgan and Paymentus have extensive experience transitioning many clients to our hosted solutions from in-house and third-party platforms. This firsthand experience allows us to refine our processes to improve efficiency and minimize the work for both parties.

Our goal is to make the transition and implementation process as easy and seamless as possible. We work closely with you and your staff to truly understand your goals and business challenges. That's how we implement the solution you choose with low risk and optimized solution configurations. This includes working with your existing file formats and migrating data to help prevent disruption or require users to duplicate unnecessary actions (e.g., re-enroll, re-populate known information, etc.)

If a pilot is desired, we create a web-based test environment that can be used by the Parish during implementation and through the life of the contract specifically for training and testing purposes. Our clients typically control the deployment by testing with a control group before releasing the solution to all users/customers.

Defining the scope and business requirements is critical during implementation. Whether it's sharing insights or knowledge, making process and technology recommendations, collecting requirements, creating a plan, executing on the development work or testing, J.P. Morgan is in constant communication to allow for continuous alignment with your vision.

During the kickoff meeting, we establish clear lines of communication, including project roles and responsibilities, and set target dates for each milestone in the project. Our project team remains engaged for a mutually agreed period after deployment to help provide a smooth transition to the production environment.

Key milestones

- Define business requirements and specifications with sign-off by all stakeholders' teams
- Create a detailed project plan developed based on above with sign-off by all teams
- Set up of funds settlement framework
- Create a data migration plan and devise a schedule
- Integrate with your billing system and other third-party systems, as required
- Incorporate your rules and permissions for staff and customers
- Test using a live, pre-production UAT system with sign-off by you
- Define training approach and identify staff administrators and users
- Launch planning
- Conduct post-launch monitoring

We are fully capable of meeting the Parish's requirements and timeline with the technology and resources that we have in place today. Each activity is scheduled, executed, monitored and reported within a comprehensive project plan that we develop with you. As part of the discovery and planning stages, we collaborate on a communication plan that incorporates the insights we've gained transitioning clients using the same services you're implementing.

A detailed and specific plan is prepared after the final solution is selected and a business requirement document is prepared and signed-off by all parties. We work with you to complete an account setup worksheet upon declaration of the relationship. Through this questionnaire and meetings, we assess your needs and draft a detailed project proposal. We won't start development until you approve the project plan.

G. Financial Profile

Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the cost proposals and/or price schedules.

For the Parish's convenience, J.P. Morgan makes our financial statements and other publicly filed documents available through our website: <https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm>. This link provides past and current JPMorgan Chase & Co. Annual Reports, which includes audited financial statements.

Paymentus

Publicly available financial/SEC filings are available at <https://ir.paymentus.com/financials/sec-filings/default.aspx>. As future financial statements are released to the public, they are made available here.

References

Proposers must provide a minimum of three (3) references from three local government or state governmental entities for whom equal or larger scope of services are either currently being provided or have been provided in recent past (not more than one year). Contact person(s), addresses and telephone numbers for each reference shall be included.

District of Columbia	
Contact Name, Title	Robert Pedersen, Manager of Banking Operations
Address	1101 4 th Street, SW Washington, DC 20024
Telephone	(202) 843-4356

City of Cerritos	
Contact Name, Title	Ryan Ballus, IT Analyst
Address	18125 Bloomfield Ave Cerritos, CA 90703
Telephone	(562) 860-0311

City of Ontario	
Contact Name, Title	Claudia Hernandez, Customer Service Director
Address	1333 S Bon View Avenue Ontario, CA 91761
Telephone	(909) 395-2261

Attachment “A” Insurance Requirements

J.P. Morgan has identified below the terms or conditions that we respectfully request be modified in accordance with our recommended revisions. We are willing to discuss mutually agreeable modifications to the contract terms. The proposed changes are indicated by additions in italic, underlined, blue text and deletions by ~~strikethrough, red text~~.

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall include ~~name~~ the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability, ~~Workmen's Compensation Insurance~~ and the ~~Comprehensive~~ Business Automobile Liability policies as their interests pertain to this agreement. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 ~~Combined Single Limit~~ per Occurrence for bodily injury and property damage.

~~COMPREHENSIVE~~ BUSINESS AUTOMOBILE LIABILITY

*Bodily injury liability \$1,000,000.00 combined single limits ~~each person; \$1,000,000.00~~ each accident ~~occurrence~~.
Property Damage Liability \$1,000,000.00 combined single limits each accident ~~occurrence~~.*

DEDUCTIBLES

~~No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.~~

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

Request for Proposals #0438

Merchant Card Payment Processing Services

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Merchant Card Payment Processing Services for the Jefferson Parish Finance Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: May, 13, 2022.

Acknowledge Receipt of Addenda: Number: 1
Number: 2
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: JPMorgan Chase Bank, N.A.

Address: 201 Saint Charles Ave, New Orleans, LA 70170

Phone Number: (504) 623-1857 Fax Number (504) 302-0155

Type Name of Person Authorized to Sign: Gregory W Rattler, Sr

Title of Person Authorized to Sign: Authorized Officer

Signature of Person Authorized to Sign: 

Email Address of Person Authorized to Sign: greg.rattler@jpmorgan.com

Date: 5/18/2022

This RFP signature page must be signed by an authorized Representative of the Company/ Firm for proposal to be valid. Subject to Terms and Conditions and Exceptions, signing indicates you have read and comply with the Instructions and Conditions, unless otherwise provided in the Company's proposal.

Corporate Resolution

In lieu of the Corporate Resolution, we provide our Certificate of Incumbency on the following pages.

JPMorgan Chase Bank, National Association

CERTIFICATE

I, Adetunji Ogunmefun, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States (the **“Bank”**), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that the said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the **“Bank”**) and any other contracts, instruments or documents in connection with the conduct of the business of the Bank (**“Documents”**), whether or not specified in the resolutions of the Bank’s Board of Directors (the **“Board”**), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank (**“CEO”**), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm’s Operating Committee (an **“Operating Committee Member”**), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank’s affiliates or subsidiaries (**“Support Documents”**) may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

I further certify that the individual listed on the attached schedule holds the corresponding title indicated on the schedule for the Bank and is empowered to act in conformity with the referenced resolution.

This certificate may be executed and delivered by electronic means. Such electronic signature shall be valid and binding as of the date indicated by the timestamp accompanying the electronic signature.

Adetunji Ogunmefun
on May 02, 2022 19:54:00 EDT

Adetunji Ogunmefun

Schedule

<u>Name</u>	<u>Title</u>
Gregory N. Rattler Sr.	Managing Director

Affidavit

This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission. Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.

We provide the Request for Proposal Affidavit on the following pages.

Request for Proposal

AFFIDAVIT

STATE OF TEXAS

PARISH/COUNTY OF HARRIS

BEFORE ME, the undersigned authority, personally came and appeared: _____
Gregory N Rattler, Sr, (Affiant) who after being by me duly sworn, deposed and said that he/she
is the fully authorized Authorized Officer of JPMorgan Chase Bank NA (Entity), the party
who submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ^x _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ^x_____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B ^x_____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A X

**See attached.*

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____

There are **NO** subcontractors which would require disclosure under Choice A of this section.

The disclosure statements made herein are based upon information and belief, following due inquiry of other employees, officers, and agents of bidder that the undersigned deems appropriate under the circumstances.

E-SIGNED by Gregory Rattler
on 2022-05-11 14:06:06 CDT

Signature of Affiant

Gregory N Rattler, Sr, Authorized Officer

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 11 DAY OF MAY, 2022.

E-SIGNED by Nery Guzman-Ramirez
on 2022-05-11 14:07:28 CDT

Notary Public

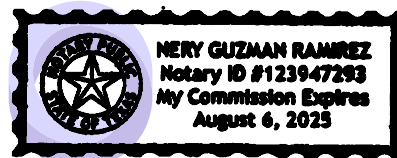
Nery Guzman-Ramirez

Printed Name of Notary

123947293

Notary/Bar Roll Number

My commission expires 2025-08-06.



This instrument was acknowledged before me by means of an interactive two-way audio and video communication.

This notarial act was an online notarization.

Subcontractor Disclosures

Listed subcontractor: Paymentus

Notwithstanding anything to the contrary herein, the RFP, or any resulting contract, for all purposes of this contract, "subcontract" shall refer to a third party or an agreement with such third party, if any and as applicable, engaged by Entity to specifically aid in the performance of its obligations under this contract, but shall not include any third party engaged by Entity, from time to time, in the performance of certain operational, technological, incidental, or back office functions that assist Entity in its performance of services, on a common basis, for all or most of its customers utilizing such services, such latter category of third parties being referred to as Third Party Service Providers. Entity shall not be required to notify or obtain written consent from the Parish or any other party to its engagement of Third Party Service Providers."

Terms and conditions

For the Parish's convenience, sample service terms are provided below. Please note these documents may be modified by the bank from time to time.

Please keep in mind that J.P. Morgan also requires execution of all applicable account opening documents, as well as all relevant product and service agreements.

- **Sample Paymentus Service Terms** in Appendix 2

- **Sample Account Opening Documents**

<https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-us-account-opening-package.pdf>

- **Sample Product and Service Terms and Agreements**

<https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-consolidated-service-terms-commercial-bank.pdf>

The sample documents cover the comprehensive set of products and services that may be offered to our Commercial Banking clients in general, and many of those in the standard package may not apply to the services currently proposed to the Parish. At the time of your implementation and based on the specific services you elect to use, you receive the applicable agreements to be executed from your implementation project manager.

Legal response

J.P. Morgan has received Payment Processing Services for Debit/Credit Card and Other Forms of Electronic Payments to Jefferson Parish for Various Items #0438 (the “**Solicitation**”), issued by Jefferson Parish (“**Issuer**”) and is submitting its proposal or requested information in response (the “**Response**”), which outlines its product and service capabilities and/or pricing as requested in the Solicitation. The Solicitation includes requests that the bidder/proposer provide certain certifications or sworn statements (collectively “**Certifications**”) and/or specific comments to or modifications of included standard terms and conditions, sample agreements, incorporated procurement rules, laws, and the like referenced in the Solicitation (collectively, “**Issuer’s Standard Terms**”). In addition, the Solicitation may indicate that any response provided by bidders/proposers constitutes an acceptance of all Issuer’s Standard Terms and concurrence with Certifications, unless expressly modified or objected to within the response.

J.P. Morgan has robust internal procedures under which Certifications and Issuer’s Standard Terms are thoroughly reviewed and vetted, from a legal, business, and factual perspective prior to entering any agreement or offer that confirms the accuracy of Certifications and/or agreement to Issuer’s Standard Terms. While we have reviewed and appropriately vetted those Certifications that we have specifically included within our Response, (“**Express Certifications**”), we have not invoked that internal review process in connection with any other Certifications or Issuer’s Standard Terms that may be included within this Solicitation and, accordingly our Response should not be construed as and does not constitute any express or inferred acceptance of the other Certificates and/or Issuer’s Standard Terms. Rather, in lieu of any agreement to Issuer’s Standard Terms or attestation of matters contained within the other Certifications, we have enclosed within the Response our standard Account Terms, Addendum to Account Terms, United States of America, Consolidated Service Terms any additions required by the RFP and Consolidated Service Terms (“**Account and Service Terms**”) above and in the appendices, which include terms applicable to the services and the types of accounts that are the subject

of the Solicitation. These are provided in addition to the other components of our Response, relative to product/service descriptions and pricing.

If we are awarded the business referenced in the Solicitation, or conditionally awarded the business, subject to agreement between us as to terms and conditions under which the services are to be performed and the certifications to be provided by J.P. Morgan, we will discuss modifications to these Account and Service Terms and incorporation of specific Certifications, where appropriate, to try to meet your needs and specific legal requirements applicable to you. These will be incorporated within a mutually agreeable contract between us. Please keep in mind, however, that J.P. Morgan's policies do not allow for:

- the provision of unlimited indemnities;
- conveyance of intellectual property rights;
- acceptance of liability except to the extent caused by our breach of contract, negligence, or willful misconduct;
- acceptance of consequential, incidental, or special damages;
- liquidated damages;
- agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the Solicitation; or
- deviations from the insurance coverage J.P. Morgan carries

Except as modified by our negotiations following notification of award or conditional award of the business referenced in the Solicitation and set forth in the final agreement between us, we anticipate that the Account and Service Terms, as applicable to services and accounts contemplated by the Solicitation will be incorporated within such final agreement. Other than those matters that are expressly affirmed in the Express Certifications contained in our Response, any Certifications and/or Issuer Standard Terms that the Solicitation may otherwise impute to any bidder/proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this Response.

Finally, J.P. Morgan is required to know its customers and adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness, to fight against the funding of terrorism, money laundering and sanction related activities and to perform certain transaction screenings. This means J.P. Morgan will request information about the Issuer and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with these policies and procedures. This is an ongoing requirement and the provision of services pursuant to this Response and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of these policies and procedures and compliance by the Issuer with applicable law with respect to the services provided and with J.P. Morgan's policies of which the Issuer is informed.

Exceptions

J.P. Morgan has identified below the terms or conditions that we respectfully request be modified in accordance with our recommended revisions. We are willing to discuss mutually agreeable modifications to the contract terms. The proposed changes are indicated by additions in italic, underlined, blue text and deletions by ~~strikethrough, red text~~.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time a contract is executed.

Terms, conditions and pricing included herein are valid for 90 days and subject to change any time thereafter.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as additional ~~named~~ insured under its policies or shall furnish separate certificates for each subcontractor. ~~All coverages for subcontractors shall be in conformity with Resolution No. 136353 (amends Resolution No. 113646), as amended.~~ A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.36 EEOC and ADA Compliance

The proposer agrees to make all reasonable efforts to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to make all reasonable efforts to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and make all reasonable efforts to comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

2.2 Period of Agreement

The term of any contract shall be for 2 years commencing on date of execution and shall expire 2 years thereafter. The contract may include two 2-year extensions.

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for a 2-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.



Jefferson Parish, Louisiana

APPENDICES

J.P.Morgan

Appendix 1. Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies thereof 480 Washington Blvd, Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER B: AIU Insurance Company 19399	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570087494738**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL6547145	06/01/2021	06/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 7030941 All other States SIR applies per policy terms & conditions AL 7030942 MA AL 7030943 VA	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		21335683	06/01/2021	06/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC16393211 All other States SIR applies per policy terms & conditions WC16393210 MN	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance maintained by JPMorgan Chase & Co. provides for the following coverage enhancements in keeping with the terms of the signed contracts, leases and/or agreements in place: Blanket Additional Insured where required. Coverages are Primary and Non-contributory where required. Blanket Contractual Liability, Host Liquor Liability is included in the General Liability policy, waiver of Subrogation is included where required. The Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), Vendor(s), Clients and any other party as required by the signed contract, lease and/or agreement are listed as additional insured as their interests may appear and when applicable.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance for JPMorgan Chase & Co. and subsidiary affiliated and associated companies thereof, 480 Washington Blvd, Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570087494738



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570087494738			
CARRIER See Certificate Number: 570087494738	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC16393212 CA SIR applies per policy terms & conditions	06/01/2021	06/01/2022		
B		N/A		WC16393215 AZ IL NJ TX SIR applies per policy terms & conditions	06/01/2021	06/01/2022		
B		N/A		WC16393214 WI SIR applies per policy terms & conditions	06/01/2021	06/01/2022		
B		N/A		WC16393213 NY SIR applies per policy terms & conditions	06/01/2021	06/01/2022		

Renewal Certificates of Insurance for JPMorgan Chase

Attached please find an updated Evidence of Coverage (EOC), on an ACORD certificate of insurance form for JPMorgan Chase & Co. and its subsidiaries.

You can obtain a current copy of this EOC at any time, either for the current policy term, or for future renewal terms by accessing the following website:

URL: <https://aonline.aon.com>

User Name EOCJPMC-Liab

Password: Jpmc2279

Please note that this EOC confirms that the following provisions are part of the Commercial General Liability insurance policy:

- A. Blanket Additional Insured where required
- B. Coverages are primary and non-contributory where required
- C. Blanket Contractual Liability
- D. Host Liquor Liability is included in the Commercial General Liability policy
- E. Waiver of Subrogation is included where required
- F. The Clients, Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), and any other party as required by the signed service, lease or customer agreement are listed as additional insured as their interests may appear and when applicable

Please keep in mind that an ACORD form certificate of insurance in and of itself does not alter coverage, or constitute any purpose other than evidencing the coverages shown, regardless as to whether a specific certificate holder has been named on it, and in fact, contains a very explicit disclaimer in the top corner specifically stating its purpose:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

If you have any questions or concerns regarding these documents, or need any additional information please contact Aon Client Services at the contact information specified below.

Aon Client Services

Tel: (866) 283-7122

Fax: (800) 363-0105

E-Mail: ACS_Chicago@ars.aon.com

JPMorgan Chase & Co.

FAQs Regarding Evidence of Coverage for JPMorgan Chase & Co.

1. What is an Evidence of Coverage (EOC)?

An EOC is an ACORD certificate of insurance that is available on the internet. The certificate is issued to the Named Insured rather than to a Certificate Holder.

2. What are the key benefits of an EOC document?

- It is available 24 hours a day, 7 days a week (subject to web site maintenance and updates).
- No waiting for verification of coverage.
- The online process simplifies the generally paper-intensive Certificate process, although a recipient can print a hard copy EOC if desired.
- Neither our client nor Aon need to track or respond to requests.

3. How long will the EOC be available for access?

For the duration of the policy, unless otherwise requested by JPMorgan Chase & Co. or Aon.

4. What happens at renewal time when coverage expires?

Based on instructions to the Aon service team by JPMorgan Chase & Co., Aon will post a new EOC when coverage renews. The policies stated in the EOC are in force as of the date printed on the EOC. The username and password will remain unchanged unless our client has requested this and you are thus provided with a new one.

5. What if the EOC does not meet my needs and I require a certificate to be issued with my firm as the certificate holder?

Contact information is provided on the EOC page for each client. Please contact those listed to discuss your needs.

6. Can the EOC document be printed?

Yes. Click on the Printer icon from the Adobe menu bar and the page is formatted to print on 8 1/2" x 11" paper.

7. When was the standard ACORD form introduced for EOC?

Beginning in January 2012, EOCs are produced in the format of a standard ACORD certificate form.

8. How do I know if I have Additional Insured status if my company's name does not appear on the EOC?

If Additional Insured status is granted, it is granted by a blanket Additional Insured Endorsement to the policy. Insurance maintained by JPMorgan Chase & Co. provides Additional Insured status where required, per the terms of signed contracts, leases and/or agreements. The EOC indicates that the insurance policies have been extended to provide Additional Insured status to those entities with whom JPMorgan Chase & Co. has a written contract in place. Please review the Description of Operations section of the EOC carefully as it lists a number of specific policy provisions provided to those parties that have a written contract in place with JPMorgan Chase & Co., including:

- A. Blanket Additional Insured where required
- B. Coverages are primary and non-contributory where required
- C. Blanket Contractual Liability
- D. Host Liquor Liability is included in the General Liability policy
- E. Waiver of Subrogation is included where required
- F. The Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), Vendors, Clients, and any other party as required by the signed contract, lease and/or agreement are listed as additional insured as their interests may appear and when applicable.

9. What are the financial ratings of the carriers listed on the EOC?

Ratings are available through A.M. Best Company at www.ambest.com. The financial ratings of the carriers are not guaranteed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DIRECT PLACEMENT	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Park Assurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 11923
INSURED JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

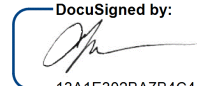
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Bankers Professional Liability Insurance			120	02/15/2021	02/15/2024	Each Wrongful Act and in the aggregate \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Errors and Omissions Insurance. Evidence only.

CERTIFICATE HOLDER**CANCELLATION**

JPMorgan Chase & Co. and all of its subsidiaries 383 Madison Avenue New York, NY 10179	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  13A1E302BA7B4C4...
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Appendix 2. Paymentus Service Terms

J.P. MORGAN - PAYMENTUS ELECTRONIC BILLING AND PAYMENT SERVICE TERMS

V1.1_06_30_21

JPMorgan Chase Bank, N.A. and certain affiliates of JPMorgan Chase Bank, N.A. (collectively, the "Bank") will provide the Customer with the Paymentus Electronic Billing and Payment Service which provides a platform and connectivity enabling the Customer to (i) present bills and receive payments from Counterparties electronically (ii) provide Counterparties with billing notifications, reminders and secure electronic billing, and (iii) other services as described in Schedule B to these Service Terms (the "Paymentus Service"). The Bank uses Paymentus Corporation ("Paymentus") as its primary application service provider to provide the Paymentus Service to the Customer. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services (the "Account Terms") as well as other applicable service terms (collectively, "Account Documentation") are incorporated into these Service Terms by reference. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Paymentus Service, the Customer agrees to these Service Terms. If and to the extent there is a conflict between these Service Terms and the Account Terms, the provisions of these Service Terms shall govern. Capitalized terms used and not otherwise defined herein shall have the meanings specified in Section 18 hereof or in the Account Terms. .

1.Receivables/Pay-Ins. The Customer may use the Paymentus Service to initiate a Transaction from a Counterparty to the Customer using the Paymentus System. The Counterparty may be notified by the Customer using the Paymentus Service that payment is requested for a bill or invoice by sending a Payment Request. The Counterparty may choose to accept or decline a Payment Request. Payment Requests that require Registration (e.g., recurring payments) will be processed once the Counterparty has completed Registration and authorized a payment to the Customer using a Payment Method. Customer understands and agrees that the Counterparty may choose not to Register or cancel an existing Registration at any time. Payment Requests that do not require Registration will be processed once the Counterparty has authorized a payment to the Customer using a Payment Method and input all the required information.

2. Counterparty Channels. The Customer may utilize interfaces made available by the Paymentus Service ("Counterparty Channels") to facilitate interactions with the Counterparty. Counterparty Channels include an online and mobile website, phone-based call center and physical point of sale. The Counterparty Channels may be used for Registration and / or processing and service of a Transaction. The Customer may be offered the ability to customize the appearance and / or function of the Counterparty Channel in order to adhere to Customer branding requirements, including the use of the Customer's name, logo and/or associated brand marks.

3.Transaction Processing/Payment Methods. The Customer may provide their Counterparty with the option of one or more Payment Methods to complete a Transaction. If the Counterparty authorizes a Transaction, the Bank will process the Transaction using the Payment Method selected by the Counterparty, as applicable. The Bank has no obligation to make any specific Payment Method available.

3.1. Integration with Customer Billing System. Paymentus will develop and maintain one real-time interface to interact with the Customer's billing system.

3.2. Authorizing Transactions. Paymentus will confirm the dollar amount of all Payments, and when paid by the Counterparty, the corresponding fee to be charged. Paymentus will electronically obtain the Counterparty's approval of the charges prior to initiating a payment authorizations transaction, and will provide the Customer with an electronic confirmation of all transactions and transaction reports.

3.3. Authenticating Counterparties. The Bank makes available to the Customer various methods for verifying the identity of Counterparties and the authenticity of their instructions, including verification of biller-assigned account numbers, account validation services and challenge questions. The Customer understands that certain Payment Methods will require account validation and/or Counterparty authentication.

3.4. Customer Settlement Account. The Customer authorizes the Bank to debit and credit a designated settlement account of the Customer held with the Bank in connection with the Paymentus Service.

3.5. ACH Processing. If the Counterparty chooses to make a Transaction through ACH, the Paymentus Service will, subject to these Service Terms and Schedule A, initiate ACH debit entries to the accounts of the Counterparty. Such ACH entries will be processed by the Merchant Processor. Neither the Bank or the Merchant Processor will have responsibility for any delays in receipt of funds or errors in Account or entries caused by the Customer, the Counterparty, or any other third party. In preparing and transmitting ACH debit entries, the Bank and Merchant Processor can rely on all information and data for any user provided to Paymentus through the Paymentus System, and will not be responsible for the inaccuracy of such information and data.

3.6 . Card Processing and Card Based Digital Wallet Accounts. If the Counterparty chooses to initiate a Transaction using a Card, such Transactions will be submitted to and processed by the Merchant Processor according to its formats and procedures and in accordance with and subject to Schedule A. In processing and transmitting Transactions through Cards, the Bank's sole responsibility will be to transmit the Transaction

information to the Merchant Processor.

3.7. Stored Value Digital Wallet (SVDW) Processing. If the Counterparty chooses to initiate a Transaction using a SVDW Account, such Transaction will be submitted to and processed by the SVDW Provider in accordance with its terms and conditions. The Customer may be required to establish an account with the SVDW Provider as a condition of enabling Customer to permit its Counterparties to initiate Transactions from their own SVDW Accounts. The SVDW Provider will be responsible for transferring value from the Counterparty's SVDW Account to the Customer's SVDW Account and for any reversals, recalls or returns in connection therewith, and the Bank will have no responsibility therefor. Once the Transaction is authorized, the SVDW Provider will send an acknowledgment to the Bank and the Customer indicating processing of the Transaction. In processing and transmitting Transactions through the SVDW Provider, the Bank's sole responsibility will be to transmit the Transaction information to the SVDW Provider. The Bank will have no responsibility or liability for any acts, omissions, delays or errors by the SVDW Provider. The availability of a SVDW Provider as a means for a Counterparty to complete a Transaction shall not be deemed an endorsement or recommendation of such SVDW Provider. No SVDW Provider shall be an agent or service provider of the Bank.

4. Convenience Fees. Convenience Fees shall be charged to the Counterparty in relation to the Service if mutually agreed upon by the Customer and the Bank. The Paymentus Service may initiate a separate transaction for the collection of Convenience Fees and will submit the transaction to the Merchant Processor or through the applicable network as applicable. Convenience Fees will either be retained by the Bank, Paymentus or the Customer, as mutually agreed upon by the Parties. The party retaining the Convenience Fee shall be responsible for obtaining any necessary consents and issuing any required disclosures to Counterparties and for paying any applicable fees and taxes related to the Convenience Fees.

5. Service Fees. A schedule of the Service Fees will be provided to the Customer..

6. Chargebacks / Return / Reversals. The Customer shall be responsible if any Transaction for which the Customer or any Counterparty has been given provisional credit is the subject of a chargeback, return or reversal, or if final settlement is not received by the Bank for any reason. In such event, the Bank will charge back the amount to the Customer's account or claim a refund from the Customer. The Bank will credit the amount of any returned Transaction to the Customer's designated account upon receipt by the Bank of settlement and after any applicable resubmissions are completed.

7. Cancellation or Modification. Once a Payment Request has been issued to a Counterparty, such Payment Request may not thereafter be cancelled or modified by the Customer; provided, however, in the event the Customer requests to cancel or modify any Payment Request prior to the time the Counterparty has accepted or declined such Payment Request, the Bank will endeavor to act upon a cancellation or modification request.

8. Security Procedures for Customer Transaction Instructions and other Information. Instructions transmitted by the Customer to the Bank shall be verified in accordance with applicable security procedures set forth, and as defined in, the Channels Terms if Instructions are delivered by the Customer to the Bank and security procedures agreed upon with Paymentus if Instructions are delivered by the Customer directly to Paymentus.. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank or Paymentus, as well as any subsequent modification made to such procedures and requirements that are designed to strengthen the applicable security procedures.

9. Obligations of the Customer. In connection with the Paymentus Service, the Customer shall have the following obligations:

- (a) The Customer shall provide the Bank with all information and materials reasonably necessary for Bank to implement the Paymentus Service for use by the Customer, including providing the file format specification that the Customer currently uses to post its payments to the billing system.
- (b) The Customer shall provide Paymentus with the information required to integrate with the Customer's billing system, and shall cooperate with Paymentus when it changes its settlement and invoicing processes.
- (c) The Customer shall obtain all required Authorizations from each Counterparty and shall provide Counterparties with all required disclosures pursuant to Applicable Laws and as additionally agreed to by the parties.
- (d) The Customer shall maintain the Customer's own channels required to utilize the Paymentus Service, including, but not limited to, website and mobile application, as well as any related links, URLs, APIs and Session Transfer capabilities between the Customer's channels and the Paymentus Service, as applicable.
- (e) The Customer shall procure and maintain, at its sole expense, all hardware, software and telecommunications equipment necessary to access and use the Paymentus Service, including any updates or upgrades required by the Bank for the Paymentus Service.
- (f) The Customer shall use commercially reasonable efforts to ensure that the Customer and its vendors, if applicable, cooperate fully with the Bank

to achieve interoperability of the Paymentus System and Paymentus Service with the Customer's or vendor's hardware and software. The Bank will have the right to, at its discretion, reject any data that it reasonably believes will interfere with the ability of the Paymentus System or Paymentus Service to process data in accordance with these Service Terms.

(g) The Customer acknowledges that the Bank's customer is the Customer and no Counterparty shall be considered a customer of the Bank for any purpose, unless that Counterparty is already a customer of the Bank in the ordinary course.

(h) The Customer shall maintain the confidentiality of any passwords, codes, digital certificates, security devices and related instructions for use of the Paymentus Service, which may be revised from time to time upon notice to the Customer, and if the Customer believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Customer shall promptly notify the Bank and advise the Bank as to the effect of the security breach and the corrective actions to be taken to restore or verify security.

10. Representation, Warranties and Covenants. The Customer represents, warrants and covenants to the Bank that:

(a) The Customer shall comply with all Applicable Laws;

(b) Each Counterparty has agreed and authorized that their mailing address, email address, telephone number, Payment Method account details and any other information agreed upon by the Bank and the Customer, as applicable, may be shared with the Bank and the Bank's agents and vendors in connection with the Paymentus Service;

(c) The Customer agrees to indemnify and hold the Bank, its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising directly or indirectly from the Customer's breach of any representation, warranty or covenant under these Service Terms.

11. Intellectual Property Ownership. The Customer may only use Paymentus' logo and other service marks ("Paymentus Marks") to promote the Paymentus Service and Paymentus' role. The Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the Paymentus System) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Paymentus System, and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus. Customer will not transfer, license, publish, rent, assign, time-share, lease, convey, copy, translate, convert to another programming language, decompile, disassemble, reverse engineer, modify or change the Paymentus System or any component thereof for any purpose under any circumstances, except as permitted herein. Customer will not disclose or distribute to any other person or party, or allow any other person or party to access, inspect or copy the Paymentus System, including any component of the platform and related data. Unless otherwise expressly agreed to in writing, Customer shall not remove or modify any disclaimer, copyright or trademark notice contained in any component of the Paymentus System or Paymentus Service or in anything copied or downloaded therefrom. Customer shall not use the Paymentus System in a manner which would infringe the proprietary rights of Paymentus, the Bank or others or violate the laws, tariffs or regulations of any country. Customer agrees not to disclose to any other party and to keep confidential all of the Paymentus System and all information contained in or related to the Paymentus System and related documentation.

All Bank trademarks, trade names, service marks, logos and titles owned by or licensed to the Bank, including without limitation those used by Bank in connection with the Paymentus Service (collectively, "Bank Marks"), shall remain the sole and exclusive property of the Bank or the respective licensor. These Service Terms give Customer no rights or license to the Bank Marks.

12. Reliance on Information. Without limitation of the foregoing, the Bank is authorized to rely on the content, accuracy and completeness of all information and data received from the Customer or any Counterparty. The Bank will not be liable for any loss or damage arising out of the inaccuracy thereof, including any errors in the Counterparty Information and any resulting erroneous Transactions. The Customer shall be solely responsible for the security and integrity of all information and data supplied or transmitted to the Bank including during transmission to the Bank.

13. DISCLAIMER. THE PAYMENTUS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE TECHNOLOGY OR PAYMENTUS SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE PAYMENTUS SERVICE.

14. Withdrawal of Access/Suspension of Service. The Customer shall immediately notify the Bank if it revokes enrollment of any Counterparty, or suspends any Counterparty or any Counterparty's access to this Paymentus Service. The Bank may, at any time, in its sole discretion,

cancel or suspend a Counterparty's use of or access to the Counterparty Channels, as may be required by applicable law, rule or regulation or by the Bank's policies and procedures. The Bank may, in its discretion, instruct the Customer to terminate access to any Authorized User or individual and the Customer agrees to promptly comply with such instructions.

15. Customer Agreement with Counterparty. The Customer acknowledges and agrees that the Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of any agreement between the Customer and any Counterparty nor for the performance thereof. Notwithstanding the foregoing, in the event the Bank becomes aware that the content of any communication or agreement between the Customer and any Counterparty relating to the Paymentus Service is incorrect or contains information that the Bank in its reasonable discretion finds objectionable, the Bank shall have the right to require the Customer to modify or amend such communication or agreement to the Bank's reasonable satisfaction. At all times, the Customer shall comply, and shall ensure that the Counterparty complies, with all Applicable Laws.

16. Definitions.

"ACH" means The U.S. Automated Clearing House System.

"API" means Application Programming Interface.

"Applicable Laws" mean: (a) any law, rule, regulation, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state, provincial or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant party, that are applicable to a party, or its business, or which the party is otherwise subject to, including without limitation, anti-money laundering laws, privacy laws and sanctions laws; (b) any applicable Payment Brand rules, standards and guidelines, including without limitation security standards relating to privacy, and data security, and (c) clearinghouse and payment network rules.

"Authorized User" means any person who has been designated by a written notice from the Customer to act on behalf of the Customer under these Service Terms or the Account Documentation.

"Authorization" means an authorization from the Counterparty to the Customer that may be obtained (i) by the Bank on behalf of the Customer through the Counterparty Channels, or (ii) by the Customer, in either case before originating a debit or credit entry to the Counterparty's deposit account.

"Bank" means JPMorgan Chase Bank, N.A., and solely to the extent that it is using Paymentus to provide this Paymentus Service to the Customer under these Service terms.

"Card" means a physical card or virtual representation of a card used to access an account or account number through which Payment Brand payment services are delivered, authorized and established between a Counterparty and a Payment Brand. Cards include, but are not limited to, credit or debit cards.

"Channels Terms" means the J.P. Morgan Treasury Services Electronic Channels Service Terms.

"Counterparty" means either a consumer or business customer of the Customer or other person or entity with whom Customer has a relationship, who after completion of registration makes a Payment through the Paymentus System.

"Counterparty Channels" has the meaning given to it in Section 2.

"Customer" means the customer acting individually or in another capacity and using this Paymentus Service.

"Merchant Processor" means the provider of services necessary to authorize, process and/or settle Counterparty's Card and ACH transactions (if applicable).

"Payment" is any payment made by Counterparties to the Customer for services, bills, or other amounts owed to the Customer.

"Payment Brand" is any payment method provider whose payment method is accepted by Merchant Processor for processing, including, but not limited to Visa Inc., MasterCard Incorporated, Discover Financial Services, American Express Company and other credit and debit card providers, and debit network providers.

"Payment Method" means one or more methods made available by the Bank, from time to time, through which Transactions are made or received by the Customer such as bank account, Card, stored value digital wallet and cash.

“Payment Request” means a request delivered by email to a Counterparty's email address or by text message to a Counterparty's telephone number, in each case as supplied by the Customer to the Bank, that the Counterparty pay specified amounts to the Customer.

“Paymentus System” is the platform through which Payments can be made through the Counterparty Channels.

“Register” or “Registration” means the process through which Counterparties provide their bank account or Card details, as applicable, using the Counterparty Channel in order to make or receive a Transaction.

“Transaction” means the payment of amounts specified by the Customer to be paid by the Counterparty to the Customer using a Payment Method.

SCHEDULE A: MERCHANT

PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

When you use the Service to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us for processing. You shall not, through act or omission, cause us to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that you know to be illegal. We reserve the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you or us as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “**Network Liabilities**”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, we shall refund you for the amount thereof.

3. Settlement and Funding.

(a) We will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with our processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “**Settlement Account**”). You authorize us to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Networks or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts.

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and, (v) pursue any remedies we may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The National Automated Clearing House Association (“**NACHA**”) Operating Rules (“**NACHA Rules**”) are the applicable Network Rules governing your ACH Transactions. You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. As the originating depository financial institution, we will originate and process your ACH Transactions (the “**ODFI**”, as that term is further defined in the NACHA Rules), and we retain the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “**RDFI**”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and, (v) you hereby make to us, and certify compliance with, all warranties that we make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

- (a) You represent to us that you do not have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card information from us. In the event that you do happen to receive Account Information in connection with the processing services provided by us, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules or applicable law and you will comply with all applicable Network Rules and Security Standards. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions or Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify us immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as we otherwise reasonably deem necessary. You further agree to provide us, upon request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.
- (b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event we incur any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse us immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that we, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event. You agree to pay for all costs and expenses related to any required forensic examination.

6. Merchant Taxpayer Certification and Our Reporting Obligations.

Upon request from time to time, Merchant shall provide us with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify us if there are any changes in this information. We may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this Agreement where required under applicable law. We may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to our reporting obligations hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from us.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Confidentiality of SOC-1; Letter of Compliance.

The following information shall be deemed our confidential information: (i) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by us; (ii) any attestation of compliance or similar letter or report provided by us with respect to our compliance with the Security Standards. You will not disclose, transmit or otherwise disseminate in any manner whatsoever any such confidential information provided by us to any third party.

9. Definitions.

- (a) "**Account Information**" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or us from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) "**ACH**" means Automated Clearing House.
- (c) "**ACH Transaction**" means your Transactions using ECP that utilize the ACH network, including, without limitation, those with Standard Entry

Class codes ARC, TEL and WEB.

- (d) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (e) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to us, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (f) **"Convenience Fee"** is a charge to a Customer for the convenience of using the payment channel offered by Merchant through us.
- (g) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (h) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by us, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (j) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by us for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes: (i) NACHA with respect to ACH Transactions, and (ii) any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to us, as permitted and governed by the applicable Network Rules.
- (n) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through us). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to us to initiate or evidence a Transaction.
- (p) **"Transaction Receipt"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

SCHEDULE B
SERVICES



J.P.Morgan