

STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contact Number
2014-0400-2022
2. Contract Title
ACH Origination Services
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Agency Fund & Appropriation Code
N/A
5. IRIS GAE Number (if used)
N/A
6. Amendment No.
Six (6)

This agreement is between the State of Alaska,				
7. Department of				
Revenue				hereafter the State, and
8. Contractor				
US Bank National Association				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP Code
US Government Banking	302 N Last Chance Gulch	Helena	MT	59601

9.

This sixth Amendment to the Master Agreement is entered into and effective as of the 31st day of January, 2022 ("Amendment") by and between the State of Alaska acting by and through the Alaska State Treasury ("Client") and U.S. National Association ("U.S. Bank").

WHEREAS, the parties entered into a ACH Origination Services Contract, effective as of December 1, 2013 (as amended from time to time, and including any exhibits and attachments thereunder, the "Agreement"); and

WHEREAS, the parties now desire to further amend the Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Amendment, the parties agree as follows:

1. The Agreement is hereby amended to add Appendix H attached to this Amendment. The parties agree that, notwithstanding anything to the contrary in the Agreement or any other appendices referenced, Appendix A and H contain any and all terms and conditions under the Agreement that apply to the Program (as defined in Appendix H). For avoidance of doubt, (i) any conflicting provisions set forth in the other parts of the Agreement, shall not apply to the Program and any and all references to any contractual provisions applying to the Program other than Appendix A of the Agreement, shall be null and void.
2. Defined terms contained herein shall have the meanings set forth in Appendix H.
3. The parties agree that Appendix H may be shared in the same manner and form that Client typically shares similar agreements as a matter of business; however, Client shall make reasonable efforts to keep Article 5 and Exhibit B of Appendix H confidential.
4. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.
5. This Amendment shall be effective upon execution and delivery of duly executed counterparts by the parties hereto.
6. The Agreement, as amended by this Amendment, embodies the entire agreement and understanding between the parties hereto, and supersedes and has merged into it all prior oral and written agreements, on the same subjects by and between the parties hereto with the effect that the Agreement, as amended by this Amendment, shall control with respect to the specific subjects hereof and thereof.
7. This Amendment shall be governed by and construed in accordance with the laws of the State of Alaska without regard to principles of conflicts of law.
8. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts of this Amendment when taken together, shall constitute one and the same.

9. This Amendment serves to update the language of the contract as follows:

ARTICLE 2 - Performance of Contract and Order of Precedence: In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and Contractor, the order of precedence for conflict resolution is as follows:

- 2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.
- 2.4 Appendix H U.S. Bank Prepaid Debit Card Agreement
- 2.5 Appendix I U.S. Bank Account Validation Service Terms and Conditions


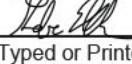
ARTICLE 3 – Period of Performance: The period of performance for this contract is extended to November 30, 2025.

APPENDIX D – Payment for Services

3. Earnings Credits

The Earnings Credit Rate (ECR) floor is established at 0.25% as of January 1st, 2022.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm US Bank National Association	Department/Division Revenue/Treasury
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Kimberly Spiroff, V.P.	Typed or Printed Name of Procurement Officer Gabe Ellenbecker, Assistant Cash Manager
Date 1/31/22	Date 1/25/22

**APPENDIX H
PREPAID DEBIT CARD AGREEMENT**

Article 1
DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

“Account” means a prepaid debit card account operating through a centralized pool or funds, with an individual sub-account set up for each participating Cardholder, funded through periodic deposits made by Client, and accessible using a prepaid debit card issued by U.S. Bank.

“ACH” means the Automated Clearing House consisting of a collection of electronic interbank networks used to process transactions electronically.

“Adequate Identity Verification” means a process for verifying the identity of each Recipient that enables Client to form a reasonable belief that it knows the true identity of each Recipient. At a minimum, identity verification must include verification of Recipient’s First Name, Last Name, Full Address, Date of Birth and Tax Identification Number.

“Administrative Web Portal” means the proprietary web-based prepaid administrative portal hosted by U.S Bank that Client may use to enroll Cardholders, load and activate Cards, manage Card inventory, and view reports regarding the Program.

“Affiliate” means, with respect to a party, any Person that is directly or indirectly in Control of, is under the Control of, or is under common Control with that party, as of the date of this Agreement or thereafter.

“Applicable Law” means with respect to any party, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon a party or to which a party is subject, whether federal, state, county, local, municipal, or otherwise.

“ATM” means an automated teller machine.

“Bona Fide Recipient” means a Recipient whose identity has been confirmed through Adequate Identity Verification and who, to the best of Client’s knowledge and ability, qualifies for the intended benefit.

“Business Day” means any day other than a Saturday, Sunday or federal legal holiday.

“Card” means a prepaid debit product bearing U.S. Bank Marks and either Visa Marks or MasterCard Marks.

“Card Collateral” refers to the Cardholder Agreements, promotional materials, and any other documents, disclaimers, notices, and disclosures provided by U.S. Bank for delivery to Cardholders in the manner directed by U.S. Bank.

“Cardholder” means a Person who requests and receives a Card under the Program.

“Cardholder Agreement” means the written agreement between U.S. Bank and each Cardholder that will govern the terms and conditions of each Card and the related Account.

“Cardholder Data” has the same meaning for same term as defined in the Payment Card Industry - Data Security Standards, as promulgated by the Card Networks from time to time.

“Card Network” refers to Visa U.S.A., Inc., Visa International, Inc., Plus System, Inc., MasterCard International Inc., Maestro, or Cirrus System, Inc.

“Card Security Guidelines” refer to the written instructions provided to Client by U.S. Bank describing the way Client must securely store any Card stock in its possession and control, as the same may be modified from time to time. U.S. Bank’s current Card Security Guidelines are attached as Exhibit C to this Agreement.

“Client Marks” refers to the Client’s name, as well as any other logo, trademark, or service mark owned by Client.

“Client Representatives” mean those Persons that Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority to its Client Representatives from the menu of options offered in the System.

“Confidential Information” means proprietary information belong to a party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid debit card account numbers, account information, and other similar confidential or proprietary information and materials.

“Control” means the possession, directly or indirectly, of 50% or more of the voting power for the election of directors of any entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting rights, by contract, or otherwise.

“Disbursement” means the loading of funds onto an individual Card by Client.

“Disbursement Amount” refers to the dollar value to be loaded onto a Cardholder’s Account.

“Fee Schedule” refers to the schedule of fees and costs set forth in Exhibit B to this Agreement.

“Force Majeure Event” means any cause or event of any nature whatsoever beyond the reasonable control of a party, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications outage, acts of God or other failures, interruptions or errors not directly caused by that party.

“Funding Account” means a centralized pool of funds held at U.S. Bank with a digitally segregated sub-account set up for Client that is funded through periodic deposits with U.S. Bank by Client (by means of ACH transfers or otherwise) and which is accessible through the use of a (real or virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Account will only be used by Client to make Disbursements to Cards.

“MasterCard Marks” means all names, logos, trademarks, and service marks owned by MasterCard Worldwide and its subsidiaries in the United States.

“Network Rules” means the applicable by-laws and operating rules of any electronic funds payment network, including rules promulgated by any Card Network or the National Automated Clearinghouse Association.

“Person” means any corporation, company, group, partnership, other entity, or individual.

“Personalized Card” means a Card issued pursuant the Program for a particular Cardholder that bears the respective Cardholder’s name.

“PLUS SYSTEM Marks” means the service marks “PLUS SYSTEM” and a certain diamond design, which are registered as United States Registration No. 1,116,468 dated April 10, 1979 for PLUS SYSTEM,

Registration No. 1,120,179 dated June 12, 1979 for a diamond design, Registration No. 1,117,432 dated May 1, 1979 for PLUS SYSTEM used in conjunction with the diamond design, and all of which are owned by Visa International Inc.

“POC” means that individual designated by a party to serve as that party’s primary point-of-contact with respect the implementation and administration of the Program.

“Program” means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement.

“Program Description” means the description of certain features of Client’s Program and the duties of the parties in relation to the Program found in Exhibit A to the Agreement.

“Program Launch” means the date the first Disbursement is made onto a Card under the Program other than loads made to any test cards.

“Public Records Laws” shall mean the state laws and regulations applicable to the Client as a government agency that governs the rights of members of the public to obtain documents and other records from the Client.

“Recipient” means an individual receiving disbursements or payments from the Client.

“RII Card” means a non-personalized instant issue Card issued pursuant to the Program.

“RII Cardholder” means a Person who requests and receives an RII Card.

“Subcontractor” means any subcontractor, vendor, or third party retained by U.S. Bank to perform some or all of its obligations under this Agreement.

“Subsidiary” means any corporation or other entity under the Control of a party, either directly or through one or more of its Subsidiaries.

“System” refers to the U.S. Bank Processing System. The System consists of digital applications, procedures, forms and other related materials that have been acquired or developed by U.S. Bank.

“U.S. Bank Marks” refers to the names “US Bank” and “US Bancorp” and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp or one or more of its Subsidiaries, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms “US Bank” (“UBANK,” “US,” “U”) or “US Bancorp,” however these terms may be capitalized or punctuated.

“Visa Marks” refers to the “Visa” service mark and the Three Bands Design, along with all other logos, trademarks and service marks owned by Visa U.S.A. or Visa International, Inc.

Article 2 PROGRAM LAUNCH

2.1 Prior to Program Launch. To assist the federal government of the United States of America in preventing the funding of terrorism and money launderings, the law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each Person that opens an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to adequately identify Client prior to establishing an Account funded by Client. U.S. Bank may, upon request, require Client to promptly provide U.S. Bank with any additional documentation regarding the identity of Client or its principals that U.S. Bank believes is necessary for U.S. Bank to meet its obligations to comply with all Applicable Laws.

2.2 Program Launch. U.S. Bank and Client will use commercially reasonable efforts to cooperate in the timely implementation of the Program according to the terms of this Agreement.

Article 3
MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include, without limitation, advertising, promotional and public relations materials, Card Collateral and any other item reasonably necessary to the establishment, operation or advancement of the Program. Subject to the prior written approval of Client, whose written approval will not be unreasonably withheld or delayed, U.S. Bank may use Client Marks for other promotional purposes in connection with the Program. Client shall be deemed to have approved the proposed use if Client fails to disapprove U.S. Bank's request in writing within 15 Business Days following the date when U.S. Bank's written request for approval was made to Client. U.S. Bank hereby accepts this license subject to the terms and conditions provided in this section. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six months following the termination of this Agreement to replace all documentation relating to the Program with documentation that does not bear Client Marks as part of the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank will have no right, title or interest in the Client Marks other than the license specifically granted in this section, and U.S. Bank will do nothing inconsistent with such ownership.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client acknowledges that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, which consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertising or promoting the Program. Client hereby accepts this license subject to the terms and conditions provided in this section. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, or one or more of its Affiliates or Subsidiaries, is the owner of the U.S. Bank Marks. Client will have no right, title or interest in the U.S. Bank Marks other than the license specifically granted in this section, and Client will not do anything inconsistent with such ownership.

3.3 Third Party Marks. Client has no right, title or interest in, nor will Client use, any PLUS SYSTEM Marks, Visa Marks, or MasterCard Marks without specific prior written consent of the owner of the mark.

3.4 Additional Mark Provisions. To the extent such use is permitted under this Agreement, a party may only use the other party's name and marks only in the form and manner and with appropriate legends as prescribed from time to time by the owner of such name or mark, and except as otherwise set forth in this Agreement, a party will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

Article 4
RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) U.S. Bank will issue a Card to a Recipient following Client's notification to U.S. Bank of Client's receipt of the Recipient's request for a Card, but only after U.S. Bank completes its review and processing of that Recipient's request in accordance with U.S. Bank's internal procedures and eligibility criteria, as the same may be adopted from time to time by U.S. Bank in its sole discretion.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this section, subsequent transmission of any Disbursement will be rejected and any balance remaining on the Card at the time of closure will be returned to the Client. A report will be generated confirming such rejection and the return of funds. U.S. Bank will notify Client in writing of any actions taken pursuant to this section within ten Business Days.

(c) With respect to RII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will allow Client to enroll, register and load RII Cards on a near-instantaneous basis for distribution to RII Cardholders. RII Cardholders who receive RII Cards shall receive them from Client in a pre-activated status or ready to activate status, and with or without funds loaded by Client in Client's discretion. U.S. Bank shall ensure each such RII Card may continue to be used for such purpose until RII Card expiration or depletion of funds on the RII Card. U.S. Bank shall record the issuance of each RII Card and track RII Card issuance, usage, fee collection and closure. RII Card inventory shall be distributed to Client (if Client utilizes multiple RII issuance locations, RII Card stock delivery charges will be paid by Client, per a method acceptable to U.S. Bank in its discretion), who shall be responsible for the security and distribution of RII Cards. To the extent there is any conflict between a term referring to "RII Cards" and any other term referring to "Cards" in general, the term referring specifically to "RII Cards" shall control with respect to RII Cards.

(d) With respect to Personalized Cards, U.S. Bank will place Personalized Cards in the mail to each Recipient of Client who elects to receive a Personalized Card no later than ten Business Days following U.S. Bank's receipt from Client of a request for same containing complete and accurate information regarding the Cardholder as required by U.S. Bank. Also, upon the request of an RII Cardholder, U.S. Bank will issue to such RII Cardholder a Personalized Card as a replacement Card. The RII Card being replaced will remain active until the Cardholder activates the new Personalized Card. The new Personalized Card will access the same Account tied to such RII Card.

(e) Client may opt to offer its Recipients (i) only RII Cards, (ii) only Personalized Cards, or (iii) both RII Cards and Personalized Cards under the Program.

(f) Notwithstanding anything in this Agreement to the contrary, U.S. Bank may refuse to issue a Card to any Person if U.S. Bank determines that the issuance or use of the Card would violate a Network Rule or any Applicable Law, or would otherwise create risk to U.S. Bank.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate Card Network.

(b) U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders; provided, however, that Client will bear any additional manufacturing or printing expense

incurred as a result of a special or custom Card design requested by Client. Both U.S. Bank and Client must agree that a special or custom Card design is required and jointly approve the design.

4.3 Design of Statements and Card Collateral.

(a) U.S. Bank will produce Account statements and Card Collateral, subject to all Applicable Laws and Network Rules, using designs created by U.S. Bank. U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card Collateral; provided, however, that Client will bear any additional manufacturing, printing or operating expense incurred as a result of a request by Client to redesign the Account statements or Card Collateral. Both U.S. Bank and Client must agree that the redesign is required and jointly approve the new design.

(b) U.S. Bank will be responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with their Cards. U.S. Bank may, in its discretion, provide Cardholders with electronic statements accessible via the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer the Program in accordance with the Program Description. U.S. Bank is also responsible for Account set-up, Card fulfilment, Account reconciliation, responding to Cardholder inquiries, chargeback processing, Disbursement processing, interaction with Card Network systems, transaction processing, and collections. U.S. Bank will not be responsible for determining the amounts to be paid to Cardholders or the calculation of Cardholder Disbursement Amounts.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to assist Client with Cardholder inquiries or complaints regarding the Program.

4.6 Provision of Program Information.

(a) U.S. Bank shall provide information to Client for each month in which Cards are issued and outstanding, including but not limited to Card registration, order and load verification reports.

(b) Any and all information Client receives from U.S. Bank regarding the Program shall be deemed to be Confidential Information of U.S. Bank, and may only be used by Client in connection with the Program.

(c) In no event will U.S. Bank be obligated to provide any information to Client in violation of any Applicable Law, Network Rule, or policy adopted by U.S. Bank.

4.7 Compliance with Applicable Law. U.S. Bank shall cause the Program to comply with all Applicable Laws in all material respects, including but not limited to compliance with applicable state escheatment laws.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 6
PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

6.1 Card Account Policies. U.S. Bank will have full responsibility for, and will retain full control of all policies and operational aspects relating to the Program (except for the obligations established in Section 5.1 above), including fees and charges, customer service, Card issuance and cancellation, debt collection, access to ATMs, and the issuance of personal identification numbers. Client will not be liable for fraudulent activities on the part of Cardholders unless such activity arises from or is abetted by the negligence or willful misconduct by Client, or its Client Representatives, agents, or employees. Client shall, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of the Program, any Card or Account, or U.S. Bank's prepaid debit card operations.

6.2 Card Account Attributes. The use by Cardholders of the Cards will, in all instances, be governed by the terms and conditions contained in the Cardholder Agreement. The Cardholder Agreement may be changed by U.S. Bank from time to time. Cardholder Accounts will be maintained at all times in a manner ensuring that each Cardholder is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation ("FDIC"). All funds on deposit in a Cardholder's Account will be held for the sole benefit of the Cardholder. Client shall have no right, title or interest in a Cardholder's Account. No interest will be paid on funds held in a Cardholder's Account.

6.3 FDIC Record Keeping Requirements. In order to facilitate the offering of deposit insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including (i) through April 1, 2021, those required by 12 C.F.R. § 360.9, which provide for a standard data format for generating deposit account and customer data for the FDIC; and (ii) starting April 1, 2021, those required by 12 C.F.R. § 370, which mandate that Client be able to provide the required information in the required format ("FDIC Information") to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank's information technology systems are outlined in the Deposit Broker's Processing Guide ("Guide") published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/>. Client

acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder's Accounts and that Client and Cardholders may not have access to deposits in the deposit account until Client delivers the FDIC Information. Upon request, U.S. Bank will provide Client with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

6.4 Funding Account. The Funding Account is, at all times, subject to the terms of this Agreement. Funds deposited in the Funding Account are Client-owned deposits with U.S. Bank and may only be used solely for the purpose of making Disbursements to individual Cards. Funds loaded onto a Card will not be returned to the Client, even if the Card in question has expired with a balance remaining on the Card. U.S. Bank will be deemed to be the holder of the funds held in Card Accounts and U.S. Bank will be responsible for escheating any unclaimed funds remaining in those Accounts in accordance with Applicable Law. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds remaining in the Funding Account that have not been applied or loaded to a Card or otherwise held for the purpose of paying any other obligation owed by Client under this Agreement. No interest will be paid on funds held in the Funding Account.

6.5 New Card Features. U.S. Bank may, from time to time, offer Cardholders new or improved Card features and benefits and impose new or additional fees in connection therewith.

6.6 ACH Transfers. Client warrants to U.S. Bank that Client will not make any ACH transfer with respect to the Program for any purpose that is not permitted under Applicable Law or the terms of this Agreement. Client will, with respect to all ACH transfers, comply with the Network Rules that govern the applicable funds transfer system. Client acknowledges that U.S. Bank must make certain warranties with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs as the result of any such breach of warranty arising out of an ACH transfer initiated by Client. Client hereby waives its right to be notified whenever an electronic funds transfer has been deposited in the Client's Funding Account.

Article 7 EXCLUSIVITY

U.S. Bank will have the exclusive right to issue prepaid debit cards for the purpose of making the types of payments to Recipients contemplated hereunder during the term of this Agreement.

Article 8 RESERVED

Article 9 REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties. As of the date of this Agreement, each party hereby represents and warrants to the other party as follows:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents, bylaws, or similar governing documents, or any material contract or other instrument,

Applicable Law, or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other Person or government agency;

(c) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and

(d) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws, rules, and regulations governing its activities under this Agreement. Each party acknowledges that it will be responsible for its own compliance with Applicable Law and the costs associated therewith. Client has the sole responsibility to comply with all applicable laws, rules, and regulations relating to its administration of the program for providing payments to Recipients and for determining whether the intended use of the Program, including Client's selection of System options and programming to dispense funds or payments, is an appropriate way to dispense such funds. Client is also responsible for determining whether applicable laws, rules, and regulations prohibit, affect, or otherwise controls the disbursement of such funds using a prepaid or stored value card.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, U.S. BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 10 CONFIDENTIALITY

10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain Confidential Information of the other party. All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, during the term of this Agreement and thereafter, all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System, along with any information provided to Client pursuant to this Agreement relating to the System or the Program, shall remain Confidential Information belonging to U.S. Bank.

10.2 Exclusions. Except for Cardholder Data, the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.

10.3 Confidentiality Obligation. Except as otherwise provided under Public Records Laws, each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Except as otherwise provided under Public Records Laws, neither party shall sell or otherwise convey

any of such Confidential Information to any third party and shall exercise all necessary precautions to prevent access to such Confidential Information by any third party other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations under this Agreement. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations under this Agreement and require their compliance with such obligations. Except as otherwise provided under Public Records Laws, each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated in this Agreement.

10.4 Confidentiality of Agreement Terms. Except as otherwise provided under Public Records Laws or Paragraph 3 of the 6th Amendment, neither party will disclose to any Person (other than as expressly permitted pursuant to this Article 10) the terms or conditions of this Agreement (or any amendments, supplements or modifications thereto) or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce, obtain damages, or seek other relief under this Agreement. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion.

10.5 Additional Confidentiality Obligations. Except as otherwise provided under Public Records Laws, during the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying each party's obligations pursuant to this Agreement, and shall be held in confidence. Except as otherwise provided under Public Records Laws, neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, unless otherwise provided under Public Records Laws, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Except as otherwise provided under Public Records Laws, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated under this Agreement without the prior written consent of the other party. The parties agree that Confidential Information is exempt from publication under the applicable Public Records Law unless and until the furnishing party has the ability to review the relevant information and object to publication. Except as otherwise provided under Public Records Laws, each party shall take measures to prevent its agents, employees, and Subcontractors from using, any Confidential Information to which it becomes privy.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party. With respect to any other disclosures of Confidential Information, if any party is compelled by Applicable Law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that, to the extent permitted by law, such party timely notifies the owner of the Confidential Information and reasonably cooperates in any of the owner's efforts to maintain the confidentiality of such Confidential Information.

10.7 PCI Data Security Standards. U.S. Bank shall ensure that its Program related activities are conducted in a manner that complies with PCI Data Security Standards.

TERM AND TERMINATION

11.1 Term. The term of this Appendix H is coterminous with the Agreement signed with the Client with the effective date of December 1, 2013.

11.2 Termination for Excusable Delay. Either party may terminate this Agreement if the other party has been excused, pursuant to section 14.14 of this Agreement, from the performance of the other party's obligations under this Agreement for 60 consecutive days or more.

11.3 Termination for Material Breach. Either party may terminate this Agreement if the other party is in breach of its obligations under this Agreement and such breach is deemed material by the non-breaching party, in its reasonable judgment. For purposes of clarity, a material breach includes, but is not limited to, failure to perform Adequate Identity Verification or failure to pay amounts owed under Article 5. In the event either party wishes to terminate this Agreement for a reason specified in this section, such party ("Sending Party") shall give written notice, in accordance with section 14.10 ("Remedy Notice"), to the other party ("Other Party"). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of 45 days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such 45-day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such 45-day period and the Sending Party does not at the end of such 45-day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice, in accordance with section 14.10 ("Termination Notice"), stating that this Agreement is being terminated under the provisions of this section effective upon receipt of the Termination Notice by the Other Party.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party may, if in compliance or excused from compliance with its obligations under this Agreement, terminate this Agreement immediately in the event of the other party's (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party's property; or (c) a substantial part of the other party's property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within 30 days thereafter.

11.5 Termination by Reason of Regulation. U.S. Bank may terminate or curtail or restrict its operations under this Agreement at any time upon 15 days' advance written notice to the Client without liability to Client in the event of (a) the establishment of any Applicable Law or Network Rule, or (b) the decision or order of any court, agency, or tribunal that is controlling or binding on the parties, if U.S. Bank determines, in its sole discretion, that the order, rule or regulation would (x) prohibit any or all of the services contemplated in this Agreement, (y) restrict the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or (z) be unduly restrictive to the business of U.S. Bank or require burdensome capital expenditures by U.S. Bank to continue its performance of such services.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) at any time with 30 days' notice to Client without liability, except for liabilities accrued prior to the

termination, upon U.S. Bank's determination, in its sole discretion, that Client's activities relating to the Program may subject U.S. Bank to undue financial, legal, regulatory, or reputational risk.

Article 12
POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System. Without limitation of the foregoing, upon and following termination of this Agreement, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to Applicable Law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not be required to accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have six months following termination of this Agreement where it may continue to re-issue Client branded cards to Cardholders whose Cards are lost or stolen or who request additional Cards. Thereafter, U.S. Bank may, but is not in any way obliged to, issue non-Client branded cards as replacements for any lost, stolen, or expired Cards.

Article 13
DAMAGES AND LIMITATIONS OF LIABILITY

13.1 Reserved.

13.2 Injunctive Relief. The parties acknowledge that money damages may not be a sufficient remedy for any breach of Article 10 of this Agreement by any party or by any other Person receiving Confidential Information pursuant to Article 10 and that the party whose Confidential Information is disclosed or used in violation of this Agreement may be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.3 Limitation of Liability. EXCEPT FOR LIABILITIES ARISING UNDER SECTION 8.1 IN THE CASE OF THIRD PARTY CLAIMS, IN NO EVENT SHALL U.S. BANK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

13.4 Time Limit for Claims. Neither party may assert a claim against the other party more than one year from the date the claiming party has or should have actual knowledge of the facts giving rise to such claim.

Article 14
ADDITIONAL PROVISIONS

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Neither party has the right to bind or obligate the other party in any manner. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

14.2 Subcontractors. U.S. Bank may use one or more Subcontractors to perform its obligations under this Agreement. To the extent that U.S. Bank engages a Subcontractor, U.S. Bank shall remain solely responsible for the performance of the work of that Subcontractor as if the work were performed by U.S. Bank. Client will have no recourse, nor assert any claim, against any Subcontractor.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may, without prior notice to or consent of Client, assign or delegate this Agreement and any of its rights or obligations under this Agreement to any Affiliate, Subsidiary, corporate parent, successor-in-interest, or successor by merger having the authority to operate the Program in the same manner as U.S. Bank.

14.4 Successor and Assigns. Subject to the terms of section 14.3, this Agreement will be binding upon and inure to the benefits of the parties' respective successors and assigns.

14.5 Survival of Terms. The obligations and remedies of the parties set forth in Articles 3, 8, 10, 12, 13, and 14 of this Agreement survive termination of this Agreement.

14.6 Reserved.

14.7 Severability. Should any provision of this Agreement contravene any Applicable Law or Network Rule, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived; nevertheless, all other provisions of this Agreement will remain in full force and effect.

14.8 Amendments. Except as specifically provided elsewhere in this Agreement, this Agreement may only be modified by a written document signed by both parties.

14.9 Incorporation by Reference. Each Exhibit referred to in this Agreement is hereby expressly incorporated into this Agreement in its entirety and made a part of this Agreement. All defined terms used in this Agreement will have the same meaning when used in the Exhibits.

14.10 Notices. Any notice required or permitted by this Agreement to be given to either party by the other must be in writing and shall be delivered: (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that provides a confirmation of delivery. Any notice so given shall be effective upon delivery or three days from the date of mailing or sending, whichever is earlier. All notices must be addressed to a party at the address shown below for the party to whom such notice is given, or addressed to any other Person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this section:

If to Client:
State of Alaska Treasury
Cash Management
PO Box 110406
Juneau, AK 99811-0406
Attn: Assistant Cash Manager

If to U.S. Bank:
U.S. Bank National Association
200 South 6th Street, EP-MN-L16C
Minneapolis, MN 55402
Attn: SVP – Prepaid Debit Products

Copy to:
U.S. Bancorp Corporate Counsel
800 Nicollet Mall, BC-MN-H21N
Minneapolis, MN 55402
Attn: Retail Payment Solutions Counsel

14.11 No Implied Waiver. No waiver of any provisions of the Agreement and no consent to any default under the Agreement shall be effective unless in writing and signed by the party against

whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any default by the other party shall not be deemed a waiver of any other.

14.12 Compliance with Network Rules. In connection with their performance under this Agreement, U.S. Bank and Client will comply with all applicable Network Rules in effect from time to time. To the extent any provision of this Agreement conflicts with any Network Rule, this Agreement will be deemed amended to the extent necessary in order to conform to such Network Rule.

14.13 Construction. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.14 Excusable Delay. Any delay in the performance of a party's obligations under this Agreement will be excused to the extent approved in writing by the parties. Any delay in the performance by a party of its obligations under this Agreement will also be excused when such delay in performance is due to the occurrence of a Force Majeure Event; provided, however, that written notice thereof must be given by the party whose performance was delayed to the other party no less than 30 days after the occurrence of that Force Majeure Event.

14.15 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the other party in writing of the occurrence and nature of such breach. In such case, and the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

14.16 Reserved.

14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

14.18 Program Records and Audit Rights. U.S. Bank shall maintain true and complete books and records relating to Disbursements under the Program (the "Program Records"). The Program Records will be maintained in accordance with good accounting practices and in sufficient detail to enable an audit trail to be established. U.S. Bank will afford Client and any mutually acceptable independent auditor reasonable access to the Program Records, upon reasonable notice and during normal business hours, for purposes of inspecting, auditing, analyzing, and copying such Program Records. Any inspection or audit of the Program Records will be at Client's sole cost and expense.

14.19 Use of Client Name. U.S. Bank may refer to Client as a party to whom U.S. Bank provides prepaid cards in its promotional materials or in its responses to requests for proposals to provide services substantially similar to those provided under this Agreement.

EXHIBIT A
PROGRAM DESCRIPTION

Core Elements

The Program will have the following core elements:

- ❑ All Cards will be Card Network-branded, following all Card Network “Prepaid Debit Card” regulations and program guidelines.
- ❑ No general purchase restrictions will be placed on the Cards (other than MCC block on online gambling).
- ❑ The Cards will have teller cash withdrawal access.
- ❑ The Cards will have ATM access at Card Network-enabled ATMs.
- ❑ The Cards will have point-of-sale access through the Card Network.
- ❑ The Cards will be standard-issue Cards carrying U.S. Bank’s name and/or marks and may also carry Client’s name and/or marks.

U.S. Bank Responsibilities

U.S. Bank shall be specifically responsible for the following:

- ❑ Providing Client with continual access to the Administrative Web Portal.
- ❑ Providing initial training (train-the-trainer) of designated Client Representatives.
- ❑ Providing all Card Collateral needed to support the delivery of Cards to the Cardholders at the agreed-upon cost.
- ❑ Setting up Accounts, processing chargebacks in accordance with the rules of the applicable Card Network, and providing all related transaction processing.
- ❑ Managing Account settlement for loading of Disbursements to Cards and processing transactions performed on Cards through the applicable Card Network.
- ❑ Providing Cardholders with transaction histories and statements via a designated web site.
- ❑ Providing access to its Continual Voice Response Unit (“VRU”) which will be made available via a dedicated toll-free telephone number. VRU features will include: Card activation lost/stolen account reporting, remaining account balance, last load amount, and recent transactions.
- ❑ Providing Cardholders with continual access to live-agent customer service representatives via a dedicated toll-free telephone number.
- ❑ Designating a POC for the Program.

Client Responsibilities

Client shall be responsible for the following:

- ❑ Actively promoting the Cards to Recipients as a means of receiving payments.
- ❑ Assisting U.S. Bank in the training of Client Representatives.
- ❑ Managing Card inventory using the System and following procedures set by U.S. Bank.
- ❑ Complying with the Card Security Guidelines set forth in Exhibit C.
- ❑ Presenting all Card Collateral, enrollment information, and Program disclosures to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to Client by U.S. Bank.
- ❑ Enroll all applicable Cardholders in Program, and if applicable to program, reload cards following the enrollment/data entry procedures and System provided by U.S. Bank.
- ❑ Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time.
 - As of the date of this Agreement (but subject to change), the Cardholder information required for initial enrollment for an RII Card is: First Name, Last Name, Full Address, Date of Birth (if selected methodology for Card activation), Tax Identification Number, E-mail, Mobile Phone Number and the Card ID from the RII Card Collateral.
 - As of the date of this Agreement but subject to change), the Cardholder information required for initial enrollment for a Personalized Card is: First Name, Last Name, Full Address, Date of Birth, and Tax Identification Number, E-mail and Mobile Phone Number.
- ❑ Client will transmit Disbursement Amounts in the manner required by U.S. Bank.
- ❑ Client will designate its POC for the Program.

Timing

The targeted product rollout will be as follows:

- ❑ Kick-off meeting between U.S. Bank and Client
- ❑ Product “Friendly User” Testing
- ❑ Program Launch

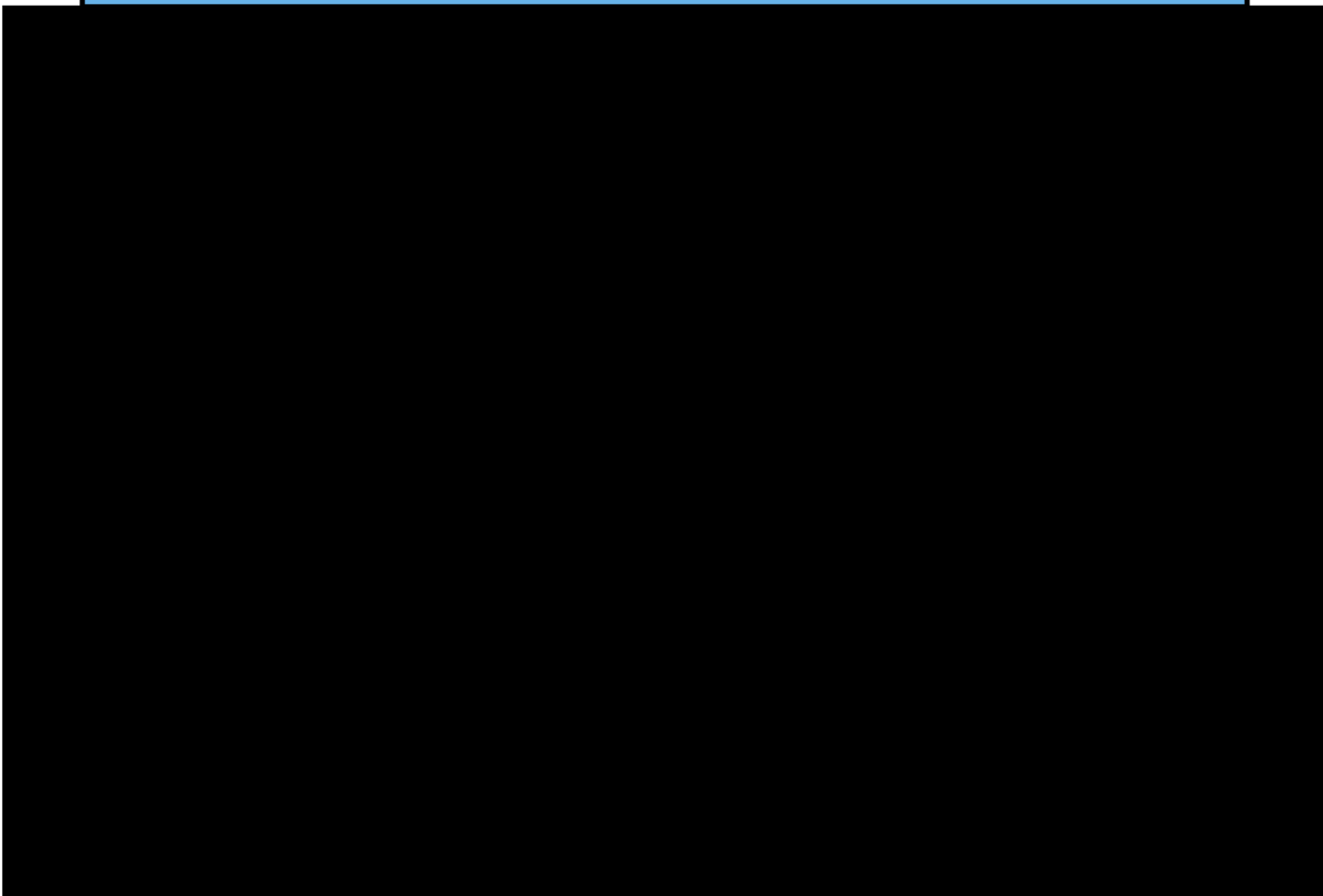
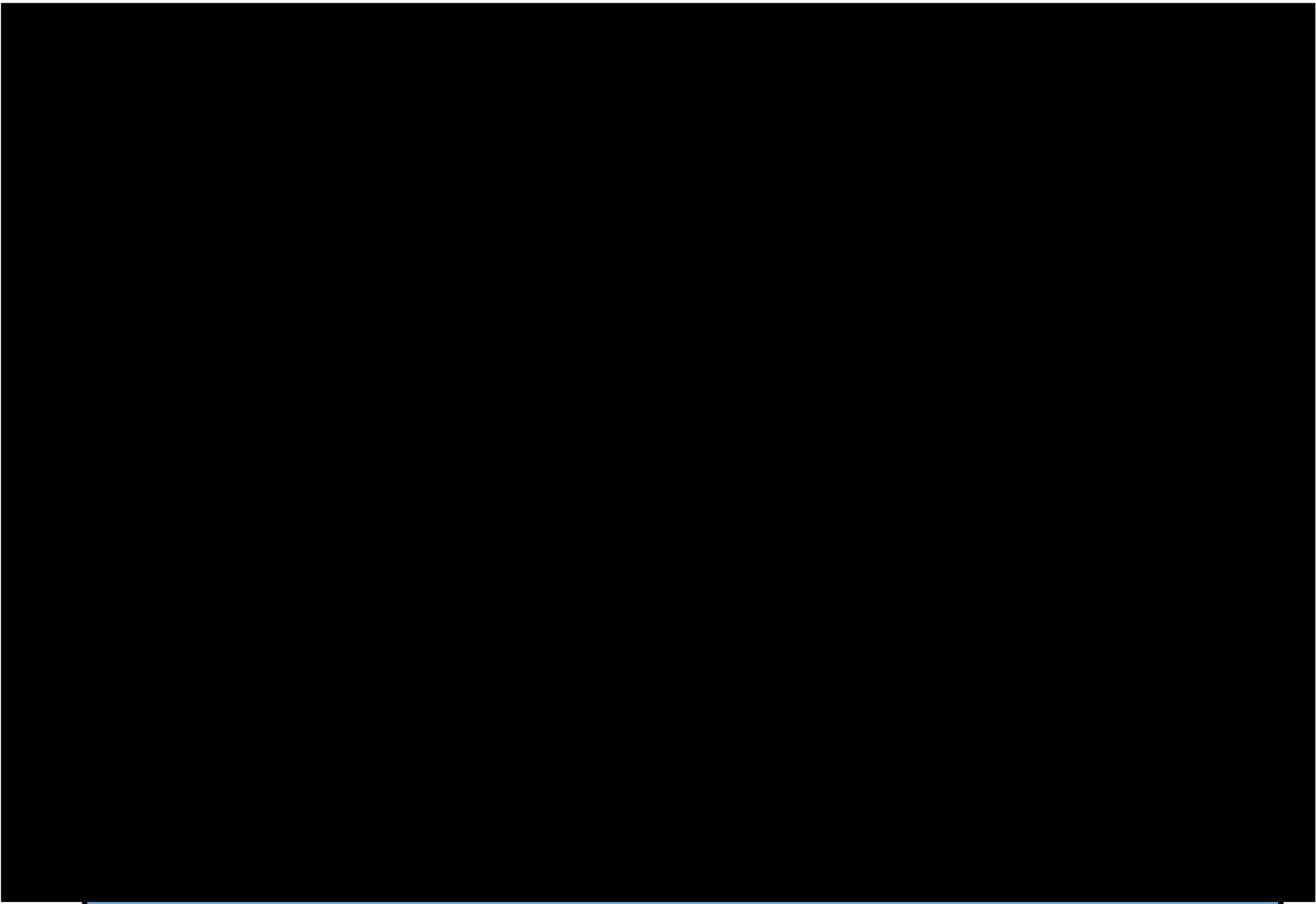




EXHIBIT C

CARD SECURITY GUIDELINES

These Card Security Guidelines are based on policies and guidelines development by the Card Networks and industry best practices. These requirements are to be implemented and followed by Client at all locations that store and distribute Cards whenever Client has Card stock on hand at its locations or under its control.

Card Stock Ordering

Card stock orders will be placed as bulk orders to the card manufacturer by U.S. Bank. The fulfilled Card stock orders will be shipped to the designated Client locations by the card manufacturer by an approved carrier. Shipments will be traceable. Card stock orders must be signed for upon arrival. If intermediate stops are made during the shipment, the shipment must remain secure and inaccessible to unauthorized personnel.

Card Stock Storage

All Card stock must be placed at the time of receipt into inventory in a secured storage area. An Account Representative designated by Client management should be appointed to ensure that physical and procedural security policies are implemented. Physical security of Card stock inventory must be maintained at all times. Client shall use commercially reasonable controls to ensure the protection of the Card stock. At minimum, Card stock must be stored in a locked area such as a back office with limited access when not actively being distributed to Cardholders. RII Card stock, which will be provided by U.S. Bank in tamper-evident sealed envelopes, may not to be opened by anyone other than the applicable Cardholders.

Card Stock Inventory

An inventory log must account for Card stock received, used, spoiled (Card stock that cannot be used due to damage, tampering or expiration), and remaining. Card stock remaining in inventory in the inventory log should balance to the number of Card stock on hand at any time. U.S. Bank's System will allow Client to maintain an inventory log automatically in the ordinary course of business, but Client shall immediately report to U.S. Bank, through a channel approved by U.S. Bank, any spoilage or theft of any Card stock that Client has detected. Client shall utilize U.S. Bank's Administrative Web Portal to log such exceptions and provide an explanation of spoilage. Client shall conduct monthly self-audit Card stock inventory true-ups.

Card Stock Destruction

U.S. Bank may request return of unused Card stock in inventory for destruction for any of the reasons listed below:

- Card stock compromised or tampered with,
- Card stock expired,
- Card stock damaged or defective, or
- Program is terminated.

Any Card stock returned to U.S. Bank must be securely packaged.

APPENDIX I

U.S. Bank Services Terms and Conditions Supplement Account Validation Service

This U.S. Bank Services Terms and Conditions Supplement and the Exhibits attached hereto (this "Supplement") amends and forms a part of the U.S. Bank Master Services Agreement and the U.S. Bank Services Terms and Conditions (collectively, the "Agreement").

WHEREAS, Bank offers the Account Validation Service ("the Service") (as defined in Section 1 below);

WHEREAS, Customer desires to use the Service, pursuant to the terms and conditions set forth in this Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Bank and Customer (individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Definitions.

- 1.1 "Account Validation Service" or "the Service" means account status or Item information, identity-to-account matching performed to confirm an account owner or authorized user, or both by inquiring against account owner data maintained by Early Warning LLC ("Early Warning") in one or more databases.
- 1.2 "Applicable Laws" means all federal, state and local laws, and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale, provision, creation, delivery, transmission and use of the Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952, and the Gramm-Leach-Bliley Act (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.
- 1.3 "Contributor" means an entity that transmits certain specific data elements to Early Warning.
- 1.4 "Detailed Response" means Response Data that is in the same or substantially the same form as the data received by Bank from EWS.
- 1.5 "Item" means either: (a) a physical check; (b) an image replacement document (IRD); (c) MICR line information; (d) an automated clearinghouse entry; or (e) an item as defined in the Uniform Commercial Code.
- 1.6 "Processor" means a Customer who provides Translated Responses to its own customer users that are the end users of the Translated Responses.
- 1.7 "Response Data" means information transmitted by Early Warning to Bank and provided by Bank to Customer in the form of a Detailed Response or a Translated Response in response to an inquiry by Customer.
- 1.8 "Translated Response" means Response Data that is in a form which indicates a risk level, as determined by Bank, such as by high/medium/low, or green/ yellow/red, or accept/decline.

2. Service Implementation.

- 2.1 Customer agrees to complete a customer application which Bank will review and submit to Early Warning. By submitting the application, Customer agrees that if Customer elects to receive Detailed Responses, instead of receiving only Translated Responses, Customer will participate in any Bank or Early Warning initial and on-going risk assessment processes.
- 2.2 Customer shall transmit all inquiries for the Service to Bank in accordance with the formatting and specification requirements established by Bank.
- 2.3 For each inquiry properly transmitted to Bank, Bank will transmit Response Data either as a Detailed Response or Translated Response, as request by Customer and agreed to by Bank, to Customer.

3. Use of the Service and Response Data.

- 3.1 Customer is solely responsible for the accuracy of the inquiry data it submits and for its use of Response Data.
- 3.2 Except as permitted in Section 5, Customer shall not (a) distribute, transmit, disseminate, or disclose, in any form or by any means, any part of the Response Data to any person or entity other than to the individual that is the subject of the Response Data in connection with disclosures required to be made under Applicable Laws, (b) allow any third party to access the Response Data, (c) sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity, or (d) merge, aggregate or compile Response Data into any other database for use in connection with future inquiries .
- 3.3 Customer shall not retain or store Response Data except to the extent necessary to comply with Applicable Laws. For as long as Response Data remains in Customer's possession, Customer shall be responsible for the continuing protection of such Response Data in compliance with the requirements of Section 4.5 of this Supplement. Customer shall not store Response Data outside of the United States without prior written approval from Bank and Early Warning.
- 3.4 If Customer uses such Response Data to take adverse action against a consumer, such consumer must be referred by Customer to Early Warning for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data and for disclosure of each consumer reporting agency that was used to provide information in the Response Data. Customer shall comply with all applicable provisions of the FCRA and any state equivalent in handling such disputes and making such disclosures.
- 3.5 Customer shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to access the Service if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.
- 3.6 Customer may access the Service solely for use by Customer as set forth and permitted in this Supplement. Customer shall only use the Response Data for an authorized use pursuant to Exhibit A. The Response Data is time-sensitive and only intended to be used in connection with the specific inquiry for which it was requested.
- 3.7 Customer acknowledges and agrees that Early Warning is not an agent of Bank. Bank makes no representation or warranty, including, but not limited to, the accuracy, completeness, timeliness or usefulness, of Response Data, and Bank assumes no liability with respect to such. Bank provides Translated Responses as an indicator of the potential risk associated with data received from Early Warning, however no Translated Response shall be interpreted by Customer as indicating no risk and Bank makes no such guarantee. Customer uses Response Data at its own risk and Customer agrees that Bank shall have no liability with respect to Response Data.
- 3.8 Customer agrees to indemnify and hold Bank harmless against any claims, losses, liabilities, costs, damages and expenses, including, without limitation, reasonable legal fees, arising out of Customer's use of any Response Data.
- 3.9 Customer shall comply with all applicable provisions of the FCRA and any state equivalent applicable to persons who procure consumer reports. For purposes of the Service, Customer agrees that Bank is not a credit reporting agency. Customer agrees to indemnify, defend, and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from Customer's failure to comply with FCRA and any state equivalents.

- 3.10 Customer acknowledges receipt of the notices attached hereto as Exhibit C, which describes certain obligations of (a) furnishers of information to consumer reporting agencies, and (b) users of consumer reports and, to the extent applicable, agrees to comply with such obligations.
- 3.11 Customer shall not refuse or decline an Item based solely on the following Response Data: No Information; No Known Information; Not Located; Non-DDA; Broker Check; Credit Card Check; Home Equity Check; or Line of Credit Check or other materially similar responses.
- 3.12 Customer certifies that it will only use Response Data for a legitimate business need in connection with a business transaction that was initiated by the consumer that is the subject of the Response Data. If Customer desires to use Response Data for any other permissible purpose under the FCRA, Customer must first get approval from Bank and EWS, and such approval may be withheld at Bank's and EWS's sole discretion.

4. Early Warning Terms of Use

- 4.1 Early Warning shall have the right, during normal business hours, and not more than once per calendar year, upon reasonable advance notice, to review Customer's relevant processes and procedures to verify Customer's compliance with the terms of this Supplement and/or Exhibit A. This includes a review of inquiries processed and related transactions or transaction decisions.
- 4.2 Upon request by Customer, Early Warning shall provide to Customer a copy of its most recent Annual Risk Report (ARR), as well as any updated ARR's upon request from Customer.
- 4.3 If, in addition to the information provided by Early Warning as described in Section 4.3 above, Customer requires to conduct an on-site audit of Early Warning's information security program outside of Early Warning's regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit. Any on-site audits (i.e. outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, as applicable, has been agreed upon by the Parties and Early Warning. Fees related to these on-site audits will be billed to Customer separately from fees for the Service. However, any on-site audit that is triggered by a regulatory requirement or a court order will not result in a daily fee as set forth herein.
- 4.4 If, in addition to the information provided by Early Warning as described in Section 4.3 above, Customer requires that Early Warning complete a questionnaire regarding Early Warning's information security program, then a fee shall be assessed to Customer for the questionnaire, as agreed upon by the Parties and Early Warning. Any completion of a questionnaire in this instance shall not begin until the fee for each, if applicable, has been agreed upon by the Parties and Early Warning. Fees related to the completion of questionnaires by Early Warning will be billed to Customer separately from fees for the Service.
- 4.5 In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Customer shall: (a) immediately notify Early Warning by calling (877) 275-7774, Option 4 and notify U.S. Bank by contacting its relationship manager; (b) conduct a forensics examination to determine to what extent Response Data were compromised; (c) provide to Early Warning and U.S. Bank, in writing, details concerning the breach, including: (i) nature and impact of the breach, (ii) assessment of immediate risk due to the breach, (iii) corrective actions already taken, and (iv) corrective actions to be taken; (d) cooperate with Early Warning, U.S. Bank and any affected Inquirers, Contributors, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by Applicable Law; and (e) take measures to restore and enhance its security policies and procedures to avoid further breaches.

- 4.6 Early Warning or Bank may suspend the Service upon notice to Customer if Customer does not comply with the requirements of this Supplement or if Early Warning or Bank is unable to verify Customer's compliance with the requirements of this Supplement to Early Warning's or Bank's reasonable satisfaction.
- 4.7 Early Warning is a third-party beneficiary of this Supplement and Early Warning retains the right to enforce the terms of this Supplement against Customer.
- 4.8 Early Warning shall have no liability arising out this Supplement, including, without limitation, any duties or obligations (contractual, at law or otherwise) owed by Bank to Customer or by Customer to Bank.
- 4.9 If Customer receives notice, from any source that Customer, any individual or entity that holds a controlling interest in Customer, any member of Customer's board of directors or equivalent governing body, any officer or manager of Customer, or any other employee of Customer who has access to Response Data or has decision-making authority on how the Service is used or marketed, is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Customer will immediately notify Bank and Early Warning of such investigation or other action. Upon such notification, Bank or Early Warning may, in their sole discretion, cease providing responses comprised in whole or in part of Response Data or providing the Service to Customer.
- 4.10 Customer authorizes Early Warning to use data submitted in an inquiry for the purpose of: (a) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate Early Warning's services; (b) developing and providing new services or enhancements to existing services; and (c) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other parties, provided that such reports and analyses do not identify specific data with respect to any party.
- 4.11 Additional terms only applicable to receivers of Detailed Responses.
- 4.11.1 Early Warning shall have the right, during normal business hours, upon reasonable advance notice, and not more than once per calendar year, to conduct an on-site audit of Customers' information security program and related policies, controls, processes and procedures. In addition, Customer shall complete a Shared Assessment Significant Information Gathering (SIG) Questionnaire or provide to Early Warning, upon request, a copy of its most recent third party data processing audit or review (e.g., SOC2-Type II, ISAE 3402, SSAE 16 or equivalent based upon American Institute of Certified Public Accountants (AICPA) standards, Acceptable Use Procedures (AUP), etc.) as conducted by its external auditors related to the Service or Bank Services, as applicable. The right of on-site audit will only be exercised if there is a reasonable belief that sensitive data associated with detailed responses is being misused.
- 4.11.2 Customer shall maintain a written information security program that contains administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of Response Data; (b) protect against any anticipated threats or hazards to the security or integrity of Response Data; (c) protect against unauthorized access to or use of such Response Data that could result in substantial harm or inconvenience to any customer of Customer or subject of an inquiry; (d) limit access, use and disclosure of Response Data as expressly permitted by this Supplement; (e) ensure the proper disposal of Response Data, (f) ensure the encryption of Response Data at rest using a current industry acceptable encryption method (e.g., AES-256 or stronger encryption) and; (g) comply with Applicable Law. Customer's information security program must be designed to: (i) meet the objectives of the Interagency

Guidelines Establishing Information Security Standards promulgated by the federal banking agencies as amended from time to time, and; (ii) include control objectives that meet applicable industry standards such as ISO 27002, FFIEC, OCC, PCI, or NIST. Customer will promptly notify Bank and Early Warning of any modification to Customer's information security program.

5. **Customer Acting as a Processor.**

If Customer acts as a Processor, it agrees to the following additional terms:

- 5.1 Customer will assign each of its end-user customers ("Clients") that receives any response that is comprised of Response Data a unique identification number ("Client ID"). Additionally, if inquiries are transmitted for multiple divisions or affiliates of such Clients, Customer will assign each such division and/or affiliate a unique Client ID in all inquiries transmitted for such User. Customer shall not use any Client ID in any inquiry that is made for a User, any of its divisions or its affiliates, other than the User, applicable division or affiliate for which such Client ID is assigned. Early Warning or Bank will define how the various Client ID fields are required to be populated during the implementation phase.
- 5.2 Customer shall transmit to its Clients only a Translated Response and shall not transmit Detailed Responses to its Clients. Customer shall prohibit any of its Clients that receives Translated Responses from selling, reselling, sublicensing, or otherwise transferring any part of such response to any other person or entity, unless approved in writing by Bank and Early Warning.
- 5.3 Early Warning or Bank may suspend or terminate the provision of Response Data to Customer upon notice to Customer if Customer does not comply with the requirements of Sections 5.4 and 5.5 or if Bank or Early Warning is unable to verify Customer's compliance to Bank's or Early Warning's reasonable satisfaction.
- 5.4 If Customer receives notice, from any source, that (a) a User that receives any Translated Response; (b) any individual or entity that holds a controlling interest in such User; (c) any member of the User's board of directors or equivalent governing body; (d) any officer or manager of such User; or (e) any other employee that has access to Translated Responses or has decision-making authority on how the Service is used or marketed (each of the foregoing, a "Regulated Party"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Customer will immediately notify Bank and Early Warning of such investigation or other action. Early Warning and Bank, in their sole discretion, may require that Customer cease providing Translated Responses to that User. Not more than five (5) days following Customer's receipt of Early Warning's or Bank's notification to cease providing such responses to the User, Customer will provide Early Warning and Bank with written certification that it (a) has ceased providing, (b) does not currently provide, and (c) will not provide in the future Translated Responses to the User that is subject to, or is controlled by a Regulated Party that is subject to, the investigation or action.
- 5.5 Customer will establish and maintain procedures for assessing its Clients that receive any Translated Responses. Such procedures shall meet or exceed the minimum requirements for User vetting attached hereto as Exhibit B, which may be modified by Early Warning or Bank upon notice to Customer (the "Vetting Requirements"). In addition to any other audit rights of Early Warning and Bank described in this Supplement or another agreement, Early Warning and Bank shall have the right, once per calendar year, to review Customer's vetting procedures and evidence of such User assessments completed by Customer. In addition to the foregoing annual audit rights, Customer agrees that if Early Warning or Bank reasonably believes that Customer is not complying with the Vetting Requirements, Early Warning and Bank shall have the right to inspect Customer's records and procedures related to Customer's obligations under this Section during normal working hours, and in a manner as to minimize interference with Customer's normal business activities.

5.6 Customer agrees that Early Warning and Bank shall have the right to approve any of Customer's Clients for which Customer acts as a Processor.

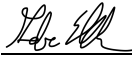
6. **Indemnification.** Customer agrees to indemnify, hold harmless and defend Bank, its directors, officers, and employees, and its agents and successors, from and against any and all claims made by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in the investigation or defense ("Damages"), to the extent such Damages arise out of or relate to the following: (a) any breach of any representation, warranty, or covenant of this Supplement by Customer; (b) any errors in Customer's transmission of data or inquiries; or (c) Customer's use of the Response Data.
7. **Termination.** In addition to the termination rights provided to Bank in the Agreement, Bank may terminate or suspend the Service immediately if any Response Data provided to Customer is used or disclosed by Customer: (a) contrary to this Supplement; (b) in violation of any Applicable Law pertaining to the use of the Service; or (c) Customer experiences any incident that jeopardizes the security of any Response Data in its possession.

IN WITNESS WHEREOF, the Parties have entered into this Supplement as of _____, 20__.

BANK

CUSTOMER

Signature: _____

Signature:  _____

Print Name: _____

Print Name: Gabe Ellenbecker

Title: _____

Title: Assistant Cash Manager

Date: _____

Date: 1/25/22

[For U.S. Bank Internal Use Only](#)

Client Integration: Authorized signer is listed on TM Contract/Appendix B Yes Date: _____ Verified by: _____

Exhibit A

Authorized Uses of the Service

1. **Authorized Uses of Response Data.** Customer shall use the Service and Response Data subject to the terms and conditions of the Supplement, and solely for the purposes described below.
 - 1.1.1 To validate the existence and status of an account and the associated Response Data in determining whether to accept or decline an Item as payment for goods or services;
 - 1.1.2 As a factor in verifying, authorizing or guaranteeing a payment;
 - 1.1.3 To cash an Item or provide cash back from a deposit or payment;
 - 1.1.4 To decide whether to forward an Item for collection or represent it electronically; or
 - 1.1.5 To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing
 - 1.1.6 To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized accountholder, user, or signatory of the account on which the Item is drawn;
 - 1.1.7 To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the account on which such Item is drawn;
 - 1.1.8 To determine whether to accept or decline an Item as funding for an account by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the funding;
 - 1.1.9 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds;
 - 1.1.10 To determine whether to allow the account to be enrolled for use in the connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user, or signatory of the account; or (b) the company name is associated with the account.
- 1.2 For Customers that are regulated entities providing banking, insurance and/or investment products and services, the following are additional authorized uses of Response Data:
 - 1.2.1.1 To determine whether to accept or decline an Item for payment of a credit card, line of credit or loan (including personal and small business loans and lines of credit, auto loans, home mortgages, home equity loans and lines of credit and student loans);
 - 1.2.1.2 To delay or restrict the open to buy decision;
 - 1.2.1.3 To validate the existence and status of a recipient account of an outbound payment transaction and the associated Response Data in determining whether to transfer funds to such recipient account;
 - 1.2.1.4 To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the account exists and/or is in good standing; and
 - 1.2.1.5 If the Customer determines that further investigation is necessary to mitigate risk based upon any of the following Response Data: Closed for Cause, Closed for Cause/Purged; Closed; Closed/Purged; Pending or Recently

Closed; Post No Debits; Account Overdraft Status; Return Account; or Stop Payment, or other materially similar responses.

1.2.1.6 Customer may also use Response Data for the following purposes:

1.2.1.6.1. As a factor in determining whether to close an existing account for a consumer or company;

1.2.1.6.2. As a factor in determining whether to monitor an existing account for a consumer or company; and

1.2.1.6.3. As a factor in determining whether to restrict or change existing account privileges for a consumer or company (including, but not limited to: (a) reducing the credit line for the account; (b) restricting account access; and/or (c) modifying account debit/withdrawal limits).

1.2.1.6.4. To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the consumer is an authorized accountholder, user, or signatory of an account used in connection with the transfer of funds; and

1.2.1.6.5. To determine whether to process a check order by validating that: (a) the consumer is an authorized accountholder, user or signatory of the account; or (b) the company name is associated with the account; and (c) the address is associated with the account.

1.3 For Customers that are local, state or federal government agencies or their contractors, Response Data may be used only as follows; provided, however, such Customer may not refuse or decline a consumer or a company transaction or request based solely on such Response Data:

1.3.1.1 To determine if information provided by an individual or a company meets the National Institute of Standards and Technology (NIST) Level 2 and/or Level 3 identification and authentication requirements;

1.3.1.2 To validate the existence and status of an account and the associated Response Data, in determining whether to accept or decline an Item as payment for goods or services; and

1.3.1.3 To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.

1.3.1.4 To direct requests for account verifications to account holding organizations or entities;

1.3.1.5 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds; and

1.3.1.6 To determine whether to allow the account to be enrolled for use in connection with future transactions by validating that: (a) the consumer is an authorized accountholder, used or signatory of the account; or (b) the company name is associated with the account.

Exhibit B

Minimum Vetting Standards for Clients of Customer as Processors

All Clients of a Customer as Processor (where applicable) that receive a response to an inquiry where such response is comprised of or derived from, in whole or in part, Response Data provided by Early Warning must be vetted by Customer as Processor, at a minimum, to meet the requirements herein and in accordance with the procedures outlined below. For the purposes of these vetting requirements, User includes the parent company, affiliates and any DBA entity.

Customer as Processor must maintain:

1. Written procedures for User vetting that meet the minimum requirements outlined in this Exhibit B- under the section below titled "Minimum Vetting Requirements".
2. Such written procedures must include a process for all of the following:
 - a. Completing each of the minimum requirements;
 - b. Ensuring Clients are not implemented to receive any response to an inquiry that is comprised of or derived from, in whole or in part, of Response Data prior to completion and clearance of the vetting process;
 - c. Timely review of all existing Clients;
 - d. Listing and/or documenting the vetting history for each User including dates and findings;
 - e. Escalation of any negative information found or any information that cannot be verified;
 - i. Must include a review by CEO or equivalent C-level employee of the Customer as Processor's team and documentation of the results.
 - ii. Any approval of User following review under 2.e.i. must include a detailed justification.
 - f. Storage and review of hard copies and/or electronic copies of all evidence to support the vetting process for each requirement; and
 - g. Providing required information and/or documentation to Early Warning as part of an audit or review to support Customer as Processor's vetting process.

New Customers:

Each new User must be vetted and pass each of the vetting requirements prior to the User receiving any response to an inquiry that is comprised of or derived from, in whole or in part, of Response Data and must be vetted annually thereafter.

Existing Customers:

Each existing User as of the date of the agreement to receive Response Data, receiving any response to an inquiry that is comprised of or derived from, in whole or in part, Response Data must be vetted within twelve (12) months of execution of the agreement, and annually thereafter, not to exceed twelve (12) months since the last vetting of the User.

Minimum Vetting Requirements:

1. Have a complete and documented understanding of the User's business model and transaction process flow.
2. Confirm User has: a) a legitimate business need for a response to an inquiry where such response is comprised of or derived from, in whole or in part, Response Data provided by Early Warning; and b) permissible purpose for procurement of a consumer report in accordance with Section 604 of the Fair Credit Reporting Act (FCRA).
3. Verify that the type of business, products and/or services offered, and contact information that the User provided on the application or questionnaire coincides with information on the User website and is verified through other public resources.

4. Verify whether the address provided is a commercial or residential building by performing an onsite visit or appropriate Internet searches.
5. Verify the address and telephone number provided on the application is accurate by utilizing Internet searches such as Google, telephone white pages, Hoovers, Reference USA, etc., or request supporting documentation such as a copy of a current lease and/or telephone bill in the User's name.
6. Verify the User is active and in good standing in its state of incorporation or state of licensing by searching the state's website (e.g., Secretary of State or State Corporation Division) or obtain a certificate of good standing.
7. Verify whether the User is the subject of an FTC or CFPB action or case by searching the FTC and CFPB websites for the business name and the names of all owners, principals, officers and directors.
8. Conduct an OFAC search for the business name and the names of all owners, principals, officers and directors.
9. Conduct a Better Business Bureau search for the business name.
10. Conduct Internet searches such as a Google search for the business name and the names of all owners, principals, officers and directors for any negative information.
11. Conduct a search of the State Attorney General's website in the User's state of incorporation and state(s) of licensing to verify whether the business and/or any owner, principal, officer or director is subject to state action or cases.
12. Document and implement a process for handling items that cannot be verified or validated or where negative information is found, including without limitation the escalation procedures described in this Exhibit B.
13. Maintain a User specific checklist (signed and dated) indicating each of the verification steps were completed, document all findings and keep copies of all associated back up documentation.
14. Each prospect or new User must be vetted and pass the vetting criteria prior to the implementation of the User.
15. All existing Clients must be vetted and pass the vetting criteria on, at least, an annual basis, not to exceed twelve (12) months since the last vetting of the User was completed.

Note: Non-U.S. customers must go through a similar vetting process to meet the minimum vetting requirements and must be verified with the appropriate agencies of the country in which the company is doing business. Customer is responsible for compliance with any privacy laws, export laws and any other applicable laws and regulations relating to the transmission of data from and/or to such countries. Customer is further responsible for ensuring that its employees, agents, contractors, customers, and any other individuals or entities it exposes to responses comprised of or derived from, in whole or in part, Response Data provided by Early Warning are not on any U.S. Restricted Party Lists¹ and not from U.S. sanctioned destinations².

¹ "U.S. Restricted Party Lists" include Denied Persons Lists, the Unverified List, the Entity List, the Specially Designated Nationals List, the Debarred List, and the Nonproliferation Sanctions administered by the U.S. Department of Commerce, U.S. Department of Treasury, and U.S. Department of State.

² "U.S. sanctioned destinations" means entities and individuals who are incorporated in or nationals of countries upon which the U.S. Department of Commerce and the U.S. Department of Treasury have placed trade restrictions.

Exhibit C

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681–1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA—such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts Are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of the reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer

at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the address in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at <http://www.consumerfinance.gov/learnmore>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent

orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.

- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part, and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
-------------	----------------

Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

**NOTICE TO USERS OF CONSUMER REPORTS UNDER
CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CIVIL CODE SECTION 1785.20-1785.22**

The California Consumer Credit Reporting Agencies Act (Civil Code Sections 1785.1 – 1785.36) requires that this notice be provided to inform users of consumer reports of their responsibilities under Sections 1785.20-1785.22 of the California Civil Code.

Sections 1785.20-1785.22 impose the following duties upon users of consumer reports:

1785.20. (a) If any person takes any adverse action with respect to any consumer, and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, that person shall do all of the following:

(1) Provide written notice of the adverse action to the consumer.

(2) Provide the consumer with the name, address, and telephone number of the consumer credit reporting agency which furnished the report to the person.

(3) Provide a statement that the credit grantor's decision to take adverse action was based in whole or in part upon information contained in a consumer credit report.

(4) Provide the consumer with a written notice of the following rights of the consumer:

(A) The right of the consumer to obtain within 60 days a free copy of the consumer's consumer credit report from the consumer credit reporting agency identified pursuant to paragraph (2) and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.

(B) The right of the consumer under Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

(b) Whenever credit or insurance for personal, family, or household purposes involving a consumer is denied or the charge for such credit is increased either wholly or in part because of information obtained from a person other than a consumer credit reporting agency bearing upon consumer's credit worthiness or credit standing, the user of that information shall, within a reasonable period of time, and upon the consumer's written request for the reasons for that adverse action received within 60 days after learning of the adverse action, disclose the nature and substance of the information to the consumer. The user of the information shall clearly and accurately disclose to the consumer his or her right to make such a written request at the time the adverse action is communicated to the consumer.

(c) No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that at the time of the alleged violation he or she maintained reasonable procedures to assure compliance with this section.

(d) Nothing in this chapter shall excuse compliance with the requirements of Section 1787.2.

1785.20.1. (a) Except as provided in subdivision (b), any person who uses a consumer credit report in connection with any credit transaction not initiated by the consumer and which consists of a firm offer of credit shall provide with any solicitation made to the consumer a clear and conspicuous statement as to all of the following:

(1) Information contained in the consumer's prequalifying report was used in connection with the transaction.

(2) The consumer received the offer of credit, because the consumer satisfied the criteria for creditworthiness under which the consumer was selected for the offer.

(3) Where applicable, the credit may not be extended if, after the consumer responds to the offer, the consumer does not meet the criteria used to select the consumer for the offer.

(4) The consumer has a right to prohibit use of information contained in the consumer's file with any consumer credit reporting agency in connection with any credit transaction that is not initiated by the

consumer. The consumer may exercise this right by notifying the notification system or joint notification system established under subdivision (d) or (e) of Section 1785.11.

b) Subdivision (a) does not apply to any person using a prequalifying report if all of the following conditions are met:

(1) The person using the prequalifying report is affiliated by common ownership or common corporate control with the person who procured the report.

(2) The person who procures the prequalifying report from the consumer credit reporting agency clearly and conspicuously discloses to the consumer to whom the report relates, before the prequalifying report is provided to the person who uses the report, that the prequalifying report might be provided to, and used by, persons affiliated in the manner specified in paragraph (1) with the person that procured the report.

(3) The consumer consents in writing to this provision and use of the prequalifying report.

(c) No person shall be denied credit on the basis of the consumer's refusal to provide consent pursuant to paragraph (3) of subdivision (b), unless that consent is necessary for the extension of credit, related to that transaction, by an affiliate.

1785.20.2. Any person who makes or arranges loans and who uses a consumer credit score as defined in Section 1785.15.1 in connection with an application initiated or sought by a consumer for a closed end loan or establishment of an open end loan for a consumer purpose that is secured by one to four units of residential real property shall provide the following to the consumer as soon as reasonably practicable:

(a) A copy of the information identified in subdivision (a) of Section 1785.15.1 that was obtained from a credit reporting agency or was developed and used by the user of the information. In addition to the information provided to it by a third party that provided the credit score or scores, a lender is only required to provide the notice contained in subdivision (d).

(b) If a person who is subject to this section uses an automated underwriting system to underwrite a loan, that person may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency. However, if a numerical credit score is generated by an automated underwriting system used by an enterprise, and that score is disclosed to the person, it shall be disclosed to the consumer consistent with subdivision (c). For purposes of this subdivision, the term "enterprise" shall have the meaning provided in paragraph (6) of Section 4502 of Title 12 of the United States Code.

(c) A person subject to the provisions of this section who uses a credit score other than a credit score provided by a consumer reporting agency may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency.

(d) A copy of the following notice, which shall include the name, address, and telephone number of each credit bureau providing a credit score that was used:

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

(e) This section shall not require any person to do the following:

(1) Explain the information provided pursuant to Section 1785.15.1.

(2) Disclose any information other than a credit score or key factor, as defined in Section 1785.15.1.

(3) Disclose any credit score or related information obtained by the user after a loan has closed.

(4) Provide more than one disclosure per loan transaction.

(5) Provide the disclosure required by this section when another person has made the disclosure to the consumer for that loan transaction.

(f) Any person's obligation pursuant to this section shall be limited solely to providing a copy of the information that was received from the consumer credit reporting agency. No person has liability under this section for the content of that information or for the omission of any information within the report provided by the consumer credit reporting agency.

(g) As used in this section, the term "person" does not include an "enterprise" as defined in paragraph (6) of Section 4502 of Title 12 of the United States Code.

1785.20.3. (a) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who discovers that the consumer's first and last name, address, or social security number, on the credit application does not match, within a reasonable degree of certainty, the consumer's first and last name, address or addresses, or social security number listed, if any, on the consumer credit report, shall take reasonable steps to verify the accuracy of the consumer's first and last name, address, or social security number provided on the application to confirm that the extension of credit is not the result of identity theft, as defined in Section 1798.92.

(b) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who has received notification pursuant to subdivision (k) of Section 1785.16 that the applicant has been a victim of identity theft, as defined in Section 1798.92, may not lend money or extend credit without taking reasonable steps to verify the consumer's identity and confirm that the application for an extension of credit is not the result of identity theft.

(c) Any consumer who suffers damages as a result of a violation of this section by any person may bring an action in a court of appropriate jurisdiction against that person to recover actual damages, court costs, attorney's fees, and punitive damages of not more than thirty thousand dollars (\$30,000) for each violation, as the court deems proper.

(d) As used in this section, "identity theft" has the meaning given in subdivision (b) of Section 1798.92.

(e) For the purposes of this section, "extension of credit" does not include an increase in an existing open-end credit plan, as defined in Regulation Z of the Federal Reserve System (12 C.F.R. 226.2), or any change to or review of an existing credit account.

(f) If a consumer provides initial written notice to a creditor that he or she is a victim of identity theft, as defined in subdivision (d) of Section 1798.92, the creditor shall provide written notice to the consumer of his or her rights under subdivision (k) of Section 1785.16.

(g) The provisions of subdivisions (k) and (l) of Section 1785.16 do not apply to a consumer credit reporting agency that acts only as a reseller of credit information by assembling and merging information contained in the database of another consumer credit reporting agency or the databases of multiple consumer credit reporting agencies, and does not maintain a permanent database of credit information from which new credit reports are produced.

(h) This section does not apply if one of the addresses at issue is a United States Army or Air Force post office address or a United States Fleet post office address.

1785.20.5. (a) Prior to requesting a consumer credit report for employment purposes, the user of the report shall provide written notice to the person involved. The notice shall inform the person that a report will be used and the source of the report, and shall contain a box that the person may check off to receive a copy of the credit report. If the consumer indicates that he or she wishes to receive a copy of the report, the user shall request that a copy be provided to the person when the user requests its copy from the credit reporting agency. The report to the user and to the subject person shall be provided contemporaneously and at no charge to the subject person.

(b) Whenever employment involving a consumer is denied either wholly or partly because of information contained in a consumer credit report from a consumer credit reporting agency, the user of the consumer credit report shall so advise the consumer against whom the adverse action has been taken and supply the name and address or addresses of the consumer credit reporting agency making the report. No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that, at the time of the alleged violation, he or she maintained reasonable procedures to assure compliance with this section.

1785.21. (a) A user in its discretion may notify the consumer that upon request the user may contact the consumer reporting agency and request that the consumer reporting agency investigate the current status of an item or items of information contained in the consumer report if the consumer disputes the completeness or accuracy of an item or items of information as provided to the user.

(b) The consumer credit reporting agency may require identification from the user to ensure the validity of the request and, in that regard, may require that the request be put in writing with proper identification.

(c) In the event that any such request is made and identification given in the form or manner demanded by the consumer credit reporting agency, such agency shall review the file of the consumer and report the current status of the disputed information to the user and the consumer by the most expeditious means possible.

(d) No user who furnishes information pursuant to this section shall be liable to any person for furnishing such information.

1785.22. (a) A person may not procure a consumer credit report for the purpose of reselling the report or any information therein unless the person discloses to the consumer credit reporting agency which issues the report the identity of the ultimate end user and each permissible purpose for which the report is furnished to the end user of the consumer credit report or information therein.

(b) A person that procures a consumer credit report for the purpose of reselling the report or any information therein shall do all of the following:

(1) Establish and comply with reasonable procedures designed to ensure that the consumer credit report or information is resold by the person only for a purpose for which the report may be furnished under this title. These procedures shall include all of the following:

(A) Identification of each prospective user of the resold consumer credit report or information.

(B) Certification of each purpose for which the consumer credit report or information will be used.

(C) Certification that the consumer credit report or information will be used for no other purpose.

(2) Before reselling the consumer credit report or information, the person shall make reasonable efforts to verify the identities and certifications made under paragraph (1).

All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to discern any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Web- site of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA cross referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

ACCURACY GUIDELINES

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

1. Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
2. Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D)3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).

3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
4. Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.