

STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contact Number	
RFP 2011-0400-9805 (RAP R0417-08)	
2. Contract Title	
Warrant Redemption Services	
3. Optional Renewal?	Yes X No
4. Financial Coding	
5. Agency Assigned Encumbrance Number	
6. Amendment No.	
Five (5)	

This agreement is between the State of Alaska,				
7. Department of		hereafter the State, and		
Revenue, Division of Treasury				
8. Contractor		hereafter the Contractor		
Key Bank, National Association				
Mailing Address	Street or P.O. Box	City	State	ZIP Code
1301 5 th Ave, 25 th Fl		Seattle,	WA	98101



9. This Amendment Serves To:

- A. Extend the period of performance through May 31, 2022.
- B. Update ARTICLE 2 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 A (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 D – Extension Agreement
 - A. Schedule A – Key2Prepaid Pricing
 - B. Schedule B – Key2Benefits Pricing
 - C. Schedule C – Key2Prepaid Agreement - PFD

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm Key Bank, N.A.	Department/Division Revenue/Treasury
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Kim Monson, Managing Director, Public Sector	Typed or Printed Name of Procurement Officer Gabe Ellenbecker
Date 5/27/21	Date 5/28/21

APPENDIX D

EXTENSION AGREEMENT

ALASKA CONTRACT RFP 2011-0400-9805 (RAP R0417-08)

1. **Parties.** This is Extension Agreement (“Amendment”) to Alaska Contract RFP 2011-0400-9805 (RAP R0417-08) (as amended, the “Agreement”) between the State of Alaska, Department of Revenue, Division of Treasury (hereinafter called “State”) and KeyBank National Association (hereinafter called “Contractor”). This Amendment is entered into by mutual agreement of the parties, pursuant to Appendix A, Section 6 of the Agreement.
2. **Term.** Article 3 of the Agreement is deleted entirely and replaced with the following:

“**Article 3. Period of Performance:** The period of performance for this contract begins July 1, 2011 and ends May 31, 2022.”
3. **Pricing.** The schedule of fees for the services provided under the Agreement shall be amended as shown in the schedule attached as **Schedule A-B**. All other pricing shall remain the same, pursuant to the Agreement.
4. **Key2PrepaidSM Program Terms Incorporated.** The Parties hereby incorporate by reference the Key2PrepaidSM Program Client Services Agreement attached as **Schedule C** (“Key2Prepaid Agreement”). In the event a conflict exists between the Key2Prepaid Agreement and other terms of the Agreement, the Key2Prepaid Agreement shall have the same order of precedence for conflict resolution as the Key2Benefits Client Service Agreement.
5. The following new Section 14 is added to Appendix C, Scope of Services:

“**14. Prepaid Debit Card Program.**

14.1 **Program.** The Contractor provides certain prepaid card services to the State for the distribution of payments by the State, pursuant to this contract (the “Program”). The Contractor provides payment services relating to unemployment insurance and child support pursuant to the Key2Benefits Client Service Agreement and relating to the Alaska Permanent Fund Dividend pursuant to the Key2Prepaid Agreement. Any person requesting or receiving Program funds is described herein as a “Claimant.”

14.2 **State Obligations Generally.** The State shall be solely responsible for:
(1) satisfying the pre-acquisition disclosure requirements contained in Regulation E (12 CFR Part 1005) and Regulation Z (12 CFR 126) (collectively, referred to as the “Prepaid Rule”); (2) verifying the identity of Claimants upon enrollment and in connection with establishing or making any changes to Claimant payments or addresses; (3) determining that each Claimant is legally entitled to receive benefits payments; and (4) furnishing the Contractor with accurate and complete Claimant information to establish or make any changes to benefits payments and for the issuance of all new, replacement and reissued card packages mailed or to be mailed to Claimants.

14.3 ***Pre-Acquisition Disclosures.*** Contractor will from time-to-time provide State with Contractor's recommended pre-acquisition disclosures (the "Model Form") as well as a process that Contractor recommends be implemented in connection with the Program. Within 30 days of receipt of Contractor's recommended Model Form and/or process, the State shall affirm in writing in form acceptable to Contractor that the State will: (i) utilize the Model Form and process, as recommended by Contractor; or (ii) develop and implement its own model form and related processes that comply in all respects with the Prepaid Rule; provided, that the State shall also provide a copy of such forms and pre-acquisition disclosure process to Contractor prior to implementation, and Contractor shall have no obligation to issue any card unless Contractor is satisfied, in its sole discretion, that the State's proposed model form and processes comply with the Prepaid Rule. Contractor shall not unreasonably withhold approval of any process and form under section (ii).

14.4 ***Verification of Claimants.***

(a) The State has provided Contractor with a written summary of the Claimant identity verification processes implemented, or to be implemented, by the State in connection with the Program. The State shall not make any change, amendment, or modification to such identity verification processes without ten (10) business days' advance written notice to Contractor.

(b) The State shall obtain and provide to Contractor a current phone number and email address for each Claimant enrolled in the Program; provided, however, that the State shall only be required to provide such information to the extent provided to the State by a Claimant.

(c) In the event that the State fails to satisfy its obligations under Section 14 with respect to any particular Claimant, or if Contractor is unable to verify the identity of any Claimant using independent identity verification processes employed by Contractor (which independent processes of Contractor, if any, shall not alter, modify, diminish or otherwise affect the obligations of State under Section 14), Contractor may in its sole discretion (and in addition to any other rights or remedies available to it under this Agreement or at law or in equity): (i) decline to establish a card account for such Claimant; (ii) decline to disburse any benefit payments to the card account established for such Claimant; and/or (iii) close the card account established for such Claimant. If Contractor exercises its rights under subsections (i) through (iii) hereunder, Contractor shall reasonably promptly notify State of Contractor's decision.

14.5 ***Account Abuse or Fraud by Claimant.*** In instances of Program abuse or fraud by a Claimant, as determined in the sole discretion of Contractor, Contractor may close the prepaid card account and thereafter notify the State of the account closure. The State, and not Contractor, shall be responsible for identifying and implementing a different solution for making benefits payments to the affected Claimant.

14.6 *Authorized Fraud Recovery Activities.*

(a) If the State determines that it issued any payment instruction to Contractor (i) in error, (ii) on account of fraud, (iii) to a recipient not eligible for payments, or (iv) to a fraudulent party or imposter (collectively, an “Erroneous Payment”), the State shall reasonably promptly notify Contractor of the Erroneous Payment. The State may also request Contractor’s assistance in attempting to reverse or recover the Erroneous Payment.

(b) Upon written request from the State, the State authorizes Contractor to return any Erroneous Payment credited or deposited to an account maintained at Contractor, including without limitation into one or more prepaid card accounts established in connection with the Program (an “Authorized Fraud Recovery Activity”).

(c) In connection with any Authorized Fraud Recovery Activity, the State expressly acknowledges that:

(i) Contractor cannot guarantee and assumes no responsibility for reversal or recovery of any Erroneous Payment or any delays in connection with any Authorized Fraud Recovery Activity. The State should independently consider whether simultaneous or alternative recovery measures, including litigation, law enforcement seizure orders, or other available remedies may result in greater or more certain recovery of Erroneous Payments.

(ii) Contractor may rely on email correspondence from any person at the State with whom Contractor routinely communicates about the Program to satisfy any writing requirement for purposes of authorizing any Authorized Fraud Recovery Activity.

(iii) Notwithstanding that Contractor may provide the State with certain information regarding potential Erroneous Payments, the State is solely responsible for any determination that a payment is an Erroneous Payment. Contractor shall have no obligation to independently investigate or verify the State’s determination of an Erroneous Payment.

(iv) Contractor shall not be required to return to the State any Erroneous Payment paid to any customer account maintained at Contractor, except: (i) as required by law or pursuant to applicable clearinghouse rules; and (ii) as Contractor may elect in its sole discretion. Contractor is under no obligation to return to the State any amounts exceeding the available balance of the Claimant’s account with Contractor at the time of the State’s written request, after allowing Contractor a reasonable time to act upon such request. Any such amounts returned shall exclude any provisional credit paid or due to a Cardholder under Regulation E, if applicable. Contractor shall not be obligated at any time to return to the State any provisional credits that may have been issued to any Cardholder’s account.

(d) The State or Contractor may terminate participation in the Authorized Fraud Recovery program established in this section at any time and for any reason, upon written notice to the other Party, which notice shall be effective after the other Party has a reasonable opportunity to act on such notice. The State’s liability and reimbursement obligations, including under this Section 14.4, together with the State’s reporting obligations for Erroneous Payments under Section 14.4(a), shall survive such termination.

14.7 **Fraud Detection and Avoidance.** Contractor shall have the right, in its sole discretion, to implement such fraud detection and deterrent measures to manage the risks associated with fraudulent card use and other account activity that has the potential of exposing Contractor to financial loss. Contractor reserves the right to take any actions it deems reasonable, in its sole discretion, to stop such activity on card accounts.”

6. **Prior Approvals.** By signing below, each party represents that it has obtained any requisite prior approvals in accordance with current State law, bulletins, and interpretations for its entry into this Amendment.

7. **Conflicting Provisions.** Pursuant to Appendix A, Section 10 of the Agreement, the provisions of this Amendment supersede any other or contrary provisions of the Agreement (including, without limitation, the General Conditions of the Agreement). The parties agree that this Amendment has been prepared in accordance with their joint instruction and their respective counsel have reviewed or have had the opportunity to review this Agreement and to revise it, and so the rule of construction to the effect that any ambiguities are to be resolved against the drafting party are not applicable to and shall not be employed in the interpretation of this Agreement. To the extent that there is deemed to be any uncertainty or ambiguity in this Agreement, no party shall be deemed to have caused it and the drafting thereof shall be deemed to have been joint drafting.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT


State of Alaska,
Department of Revenue,
Division of Treasury (“State”):

KeyBank National Association
 (“Contractor”)

Date: 5/28/21

Date: 5/27/2021

Signature: 

Signature: 

Name: Gabe Ellenbecker

Name: Kim S. Monson

Title: Assistant Cash Manager

Title: Managing Director

SCHEDULE A

Key2Prepaid Schedule of Card Fees

You agree to pay the fees disclosed in this Schedule of Card Fees ("Schedule of Fees"). You also agree that we may deduct these fees and any other charges from the funds on your Card. Any applicable fees for your Card transactions will be charged daily. No monthly fees are associated with this card.

Fee Description	Amount
U.S. card purchases (PIN or signature-based purchase)	No charge
Card purchase decline (PIN or signature-based purchase; domestic or international)	No charge
ATM withdrawal transaction at KeyBank and Allpoint ATMs ²	No charge
ATM withdrawal at all other locations in the U.S. ¹	\$2.00 per transaction
ATM withdrawal – International ¹	\$3.00 per transaction
ATM surcharge at KeyBank and Allpoint ATMs ²	No charge
ATM balance inquiry at KeyBank and Allpoint ATMs ²	No charge
ATM balance inquiry at all other locations	\$0.50 per transaction
Over-the-counter withdrawals at participating Mastercard member bank branches ³	No charge
Currency conversion on all international transactions	3% of the U.S. dollar amount of the transaction
Online Bill Payment	No charge
Text message and email alerts ⁴	No charge
Automated and live agent customer service balance inquiry	No charge
Online transaction history	No charge
Paper (mailed) transaction history available upon request	No charge
Replacement card	\$5.95 (after 1 free per year)
2 day expedited delivery of replacement card	\$25.00
Inactivity Fee (After 1 year of inactivity)	\$1.50 per month

Limit Description	Amount
Get cash (ATM withdrawal)	\$1,500 per day ⁵
Get cash (PIN point-of-sale cash back)	\$2,500 per day ⁵
Get cash (from a bank teller)	\$7,000 per day
Purchase	\$7,500 per day

¹ When you use an ATM not operated by KeyBank or Allpoint (including terminals located internationally), you may be charged a fee by the ATM operator or any network used (And you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

² Please visit key.com/locator for a current list of KeyBank ATMs and branches and locator.allpointnetwork.com for a current list of Allpoint ATMs. There are no surcharge fees at KeyBank and Allpoint locations.

³ Mastercard member bank branch locations require a withdrawal from the branch teller

⁴ You may opt in to this feature at Key2Prepaid.com. Your telecommunications carrier's standard text messaging rates may apply.

⁵ ATM operators and merchants may impose lower limits.



This card is issued by KeyBank N.A. in Cleveland, Ohio pursuant to license by Mastercard International, and all funds accessed by the card are held by KeyBank. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated. Subject to the terms and conditions of the Cardholder Agreement. The balance on the card is FDIC-insured up to the maximum allowable limit. Use anywhere Debit Mastercard is accepted.

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SCHEDULE B



List of all fees for Key2Benefits

All fees	Amount	Details
Get started		
Card Purchase	\$0.00	We do not charge a cardholder fee for initial card purchases on prepaid accounts.
Monthly usage		
Monthly fee	\$0.00	We do not charge a monthly fee on any prepaid accounts.
Add money		
Direct deposit	\$0.00	We do not charge a fee for direct deposits on prepaid accounts. These cards cannot be loaded by the cardholder or any entity besides the issuing entity.
Cash reload	\$0.00	We do not charge a fee for cash reload on prepaid accounts. These cards cannot be reloaded by the cardholder or any entity besides the issuing entity.
Spend money		
Bill payment (regular delivery)	\$0.00	If your program allows bill pay, regular bill pay transactions initiated through the cardholder website will be completed within 3 business days for electronic payments and within approximately 7 days if we have to mail a paper check to pay your bill. We do not charge a fee for regular delivery bill payment on prepaid accounts.
Bill payment (expedited delivery)	\$0.00	We do not offer expedited bill payment.
Get cash		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to the KeyBank ATM Network, <i>surcharge-free Allpoint Network ATMs</i> . Locations can be found at key.com/locator or Allpointnetwork.com . We do not charge a fee for in-network ATM withdrawals.
ATM withdrawal (out-of-network)	\$1.50	This is our fee. You will receive 2 free Out-of-network ATM withdrawals per month. "Out-of-network" refers to all the ATMs outside of the KeyBank ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer service (automated)	\$0.00	We do not charge a fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0.00	We do not charge a fee for live agent customer service calls.
ATM balance inquiry (in-network)	\$0.00	"In-Network" refers to KeyBank ATM Network. Locations can be found at key.com/locator . We do not charge a fee for in-network balance inquiries.
ATM balance inquiry (out-of-network)	\$0.00	"Out-of-network" refers to all the ATMs outside of the KeyBank ATM Network. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International transaction	2%	You will be charged 2% of the U.S. dollar amount of each transaction. KeyBank charges a currency conversion fee on all international transactions.
International ATM withdrawal	\$2.75	This is our fee per transaction. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$0.00	We do not charge an international ATM balance inquiry fee. You may be charged a fee by the ATM operator.
Other		
Inactivity	\$1.40	You will be charged \$1.40 each month after you have not completed a transaction using your card for 12 months. This is a charge, per month, after 365 days of inactivity.
Replacement Card	\$4.95	This is our fee when you request a replacement card. You will receive 1 free replacement card per year.
2-day Expedited delivery of replacement card	\$15.00	This is our fee when you request 2-day expedited delivery of your replacement card.
Text Message Alerts	\$0.00	We do not charge for text message alerts.
Email Alerts	\$0.00	We do not charge for email alerts.
Over the counter withdrawals at participating Mastercard member bank branches	\$0.00	We do not charge for over-the-counter withdrawals at Mastercard member banks.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to KeyBank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event KeyBank fails, if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact KeyBank by calling 1-866-295-2955, by mail at KeyBank OH-01-27-0527, ECP Prepaid Cards, 127 Public Square Cleveland, Ohio 44114 or visit www.Key2Benefits.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

SCHEDULE C

KEY2PREPAIDSM PROGRAM Client Services Agreement

For Bank Use Only

TIN # (required)
Account # (optional)
Document Type: Treasury Services Agreement
Aux Doc Type: Key2Prepaid Program Client Services Agreement
Contact Name:
Phone:
Agreement Modified Yes or No

Client Name: (“Client”)

THIS SCHEDULE. Client has decided to enroll in Bank’s Key2Prepaid Program (“Program”) described below and KeyBank National Association (“Bank”) agrees to provide the Program as stated herein. Client and Bank agree that the Program shall be administered in accordance with this Agreement and Client’s selections, designations, authorizations and/or other written instructions, including the description of Client’s use of Cards set forth in Exhibit A attached hereto, and subject to the Master Agreement between Client and Bank for cash management services, a copy of which has been received and signed by Client (said agreement, together with all other addenda, exhibits and schedules attached thereto, collectively called the “Master Agreement”). This Agreement is hereby made a part of the Master Agreement. Reference to the “Agreement” herein shall include the Master Agreement.

1. Definitions. All capitalized terms in this Agreement shall, unless otherwise defined herein, have the same meaning as ascribed to them in the Master Agreement.

- a. “Applicable Law” means any and all laws, treaties, rules, regulations, regulatory guidance, determinations of (or agreements with) an arbitrator or governmental authority and mandatory written direction from (or agreements with) any arbitrator or governmental authority, that are applicable to the Program, either Party, and/or any potential or existing Cardholder.
- b. “Card” means the access device issued by Bank to a Cardholder for accessing those funds in the Program Account reflected in the Cardholder subaccount records as associated with the Cardholder.
- c. “Cardholder” means an individual designated by Client as a recipient of a Card.
- d. “Cardholder Agreement” means the agreement between Bank and each Cardholder which sets forth the terms and conditions (including, without limitation, all fees and other charges) applicable to the Card, and all disclosures associated therewith.
- e. “Regulatory Authority” means NACHA—The Electronic Payments Association, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Consumer Financial Protection Bureau, each electronic payment network operated by any payment card or electronic funds transfer network, and any other federal, state or local agency or authority having jurisdiction over Bank, Client, any Cardholder (or potential Cardholder) or the Program.

2. Description of the Program. Bank shall provide the following services as part of the Program for the fees set forth herein:

- a. For Cardholder. Each Cardholder will receive: (i) a Card; (ii) access to a Cardholder support call center; and (iii) any other services and features set forth in the Cardholder Agreement applicable to such Cardholder.
- b. For Client. Client will receive: (i) access to client support; (ii) web-based tools for enrollment of Cardholders in the Program; and (iii) reasonable training to facilitate Client’s on-boarding of Cardholders in the Program. Client agrees to cooperate with Bank in the implementation of the Program. Card orders will be shipped to the address provided by Client to Bank. The full risk for Cards passes to Client upon Bank’s deposit of the Cards with the U.S. Postal Service or other applicable delivery service for delivery to Client’s location. Bank has no obligation to reimburse Client or issue replacement Cards to Client for any Card that is lost, stolen, misappropriated or that otherwise disappears once the Cards have been deposited by Bank with the U.S. Postal Service or other applicable delivery service. Client is responsible to ensure that Cards in Client’s possession are securely stored, whether such Cards have been activated or not.
- c. General.
 - i. No interest will be paid to Client or any Cardholder with regard to any funds held in the Program Account.
 - ii. Bank will provide additional or customized materials or Cards to Client for an additional fee as agreed to by the Parties in writing.
 - iii. Client agrees that it will be the sole source of funds for deposit to the Program Account and that Cards are non-reloadable.

3. Promotion of and Enrollment in the Program.

- a. Promotion. Client shall offer the Program to potential Cardholders in compliance with this Agreement, Applicable Law, and any guidelines and procedures established by Bank. Client will not promote the Program in a manner that could be deemed to be marketing of Cards to the general public.
- b. Enrollment Information. Client must obtain and deliver to Bank the information required by Bank to establish a Cardholder Subaccount for each potential Cardholder through the enrollment process made available to Client by Bank through Bank’s Program website portal for that purpose and/or the batch file enrollment process agreed upon by Client and Bank. Client must verify all information prior to providing the enrollment form to Bank. If information is missing or cannot be verified by Client, Bank may not be able to issue a Card to the Cardholder.

c. Cardholder Identity Verification. Client agrees that it has verified the identity of the individuals to whom Client is offering a Card. The information Client has obtained includes name, street address (residence street address, not P.O. Box, for individuals), social security number, and date of birth for individuals. Client covenants and agrees that the Client information provided to Bank is accurate and has been verified by supporting identification documentation. In support of the USA PATRIOT Act, Bank may independently verify identification information on enrollees supplied by your organization, as new Cards are issued. Bank may request additional identification information or documentation for any potential or existing Cardholder at its discretion from time to time.

d. Transmission of Information. Client hereby covenants and agrees that it shall only transmit information to Bank: (x) via a method approved by Bank; (y) after obtaining the consent of the individual whose information is being transmitted to transfer such information to Bank; and (z) that Client has the full power and authority to obtain.

e. Document Retention. Client shall maintain in its records during the Term and for a period of no less than five (5) years following the Term, or such longer period as may be required by Applicable Law: (i) the identification information transmitted to Bank for enrollment for each potential Cardholder and a copy of the related documentation; and (ii) the potential Cardholder's consent for the transmission of his or her information to Bank and the use thereof by Bank in connection with the Program.

4. Deposits to the Program Account. Client shall promptly deposit in the pooled FDIC-insured account established for the benefit of Cardholders by Bank (the "Program Account") by timely, irrevocable wire transfer, direct deposit, ACH transfer or other means specified by Bank good and immediately available funds to be made available to the Cardholders through use of a Card pursuant to the Program. With respect to each transfer of funds by the Client to the Program Account, Client shall deliver to Bank in the format specified by Bank data identifying the amount of such funds attributable to each Cardholder ("Disbursement Detail"). Bank shall have no obligation to make any funds available (or provide related services), to Cardholders with respect to whom inadequate funds are held in the Program Account or for whom Disbursement Detail is not delivered by Client. The Program Account shall be maintained at Bank on behalf of the Client and Cardholders and Bank shall maintain individual sub-account entries in its system reconciled to amounts in the Program Account for each Cardholder (each, a "Cardholder Subaccount"). Client shall retain no interest in the funds once paid into the Program Account other than the right to correct inadvertent overpayments in accordance with rules governing the means of payments transfer.

5. Fees.

a. Client Fees. Client shall pay Bank the fees set forth in Exhibit C hereto, and incorporated herein by reference, for the Program in accordance with the terms set forth therein. Notwithstanding any provision herein to the contrary, Client shall be responsible for all fees, assessments, and penalties

imposed by any Regulatory Authority as a result of Client's acts or omissions in connection with the Program.

b. Cardholder Fees. Cardholder fees shall be set forth in the fee schedule attached hereto as Exhibit B, and in the applicable Cardholder Agreement and shall be subject to that Cardholder Agreement. In no case shall any of the Cardholder fees inure to the benefit of the Client.

6. Regulatory Compliance Obligations of the Parties.

a. Obligations of Bank. In addition to any other obligations set forth herein, Bank covenants and agrees that it shall:

i. Structure the Program Account and maintain Cardholder Subaccount records so that each Cardholder is eligible for FDIC insurance to the extent available under Applicable Law; and

ii. Handle Card transaction disputes by Cardholders as provided in the Cardholder Agreement.

b. Obligations of Client. In addition to any other obligations set forth herein, Client covenants and agrees that it shall comply with all Applicable Laws and regulations relating to its participation in the Program, including, without limitation, all applicable OFAC sanctions. Client also agrees to immediately notify Bank of any failure, of which it obtains knowledge, by Client, its employees, subsidiaries, affiliates, agents or representatives, to comply with Applicable Laws or other obligations related to the Program.

7. Representations, Warranties and Covenants.

a. Client hereby represents, warrants and covenants that the information it has provided to Bank in connection with this Agreement (the "Client Due Diligence Information") is true, complete and accurate in all respects, and that Client will promptly provide updated information to Bank if any Client Due Diligence Information becomes untrue, incomplete or inaccurate during the Term. Client further covenants that any information that it provides to Bank with regard to Client or any prospective or existing Cardholder during the Term will be true, complete and accurate in all respects. Client covenants and agrees to promptly provide any information that Bank requests to comply with Applicable Law.

b. Bank represents and warrants that it will provide the Program in a professional manner and pursuant to its obligations set forth herein.

c. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Termination.

a. In addition to any termination rights in the Master Agreement, Bank may terminate this Agreement upon ninety (90) days prior written notice to Client and the Program at any time for any reason or no reason upon written notice to Client.

b. Effect of Termination of the Agreement on Cardholders. Notwithstanding any termination of this Agreement, Bank will continue to provide services to any Cardholder pursuant to the terms of the applicable Cardholder Agreement.

c. Cancellation of Cards. Client acknowledges that all Cards issued to Cardholders are the property of Bank and are subject to cancellation by Bank in accordance with the terms of the applicable Cardholder Agreement and Applicable Law, at any time, unrelated to the termination of the Agreement.

d. Effect of Termination; Survival. In the event of any termination, all fees incurred under this Agreement prior to such termination shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns. For the avoidance of doubt, the provisions set forth in Sections 3.e (Document Retention), Section 5.a (Client Fees), Section 7.c (Warranty Disclaimer), Section 10 (Ownership), Section 11 (Confidentiality), Section 12 (Audit Rights), and Section 14 (Miscellaneous) shall also survive the termination of this Agreement.

9. Exclusivity. Throughout the Term, Bank shall be the exclusive provider of any prepaid card program for Client. Client understands and agrees that Bank's relationship with the Client under this Agreement is non-exclusive, and that Bank may at any time establish similar relationships with one or more other parties for similar or any other purposes.

10. Ownership. The Program, the Cards, any other documentation or materials provided to Client in connection with the Program, and the intellectual property related to the operation and functionality of such items and processes, as well as their relationship to, and interaction with, the services provided by Bank, are the sole property of Bank (collectively, the "Bank Materials"). Unless otherwise expressly provided herein or agreed to in writing by Bank, no rights in or to this property are created, assigned or otherwise transferred from Bank to Client pursuant to the Agreement, and Bank shall retain all rights with respect thereto. Bank hereby grants to Client a non-exclusive, non-transferrable, non-sublicensable, revocable, royalty-free license to use the applicable Bank Materials in accordance with the terms and conditions set forth herein, for the limited purpose of carrying out Client's obligations under this Agreement for the Term, and for no other purpose. Client may not grant any sublicenses in the Bank Materials without the express written consent of Bank.

11. Confidentiality. Notwithstanding any provision in the Master Agreement to the contrary, the information that Client provides to Bank relating to Cardholders (or potential Cardholders) pursuant to this Agreement (collectively, the "Cardholder Information") shall not be considered either Party's Confidential Information hereunder, but each Party covenants and agrees to protect all Cardholder Information as required by Applicable Law. To the extent this provision conflicts with any other provision in the Agreement, this provision shall control.

12. Audit Rights. Bank shall have the right, upon reasonable prior written notice, to visit (and/or have its third party auditors visit) Client's facilities during normal business hours for the purpose of determining the adequacy of procedures for complying with its obligations under the Agreement relating to Cardholder identity verification and compliance with Applicable Law. All audits shall be reasonable in scope and duration, and conducted at the expense of Bank.

13. Limitation on Liability. Notwithstanding any provision in the Master Agreement to the contrary, neither Bank nor Client shall be liable to the other for any indirect, special, or consequential damages of any kind, and irrespective of whether such party is advised of the possibility that such damages may arise, occur, or result. Bank shall be liable to Client for direct damages only to the extent such damages arise from Bank's gross negligence or willful misconduct.

14. Miscellaneous.

a. Governing Law and Venue. The validity of this Agreement, the enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the domestic laws of the State of Ohio, without regard to its conflict of law provisions and without regard to the Uniform Computer Information Transactions Act, UCITA, as may be adopted. The Parties agree that any dispute shall be adjudicated by a court of competent jurisdiction within Cuyahoga County, Ohio.

b. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

c. Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

d. Relationship of Parties. The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur

obligations on the other's behalf without the other's prior written consent. Neither Party shall represent itself as an agent, employee, legal representative, joint venturer, or partner of the other and shall not assume or purport to create any obligation on behalf of the other.

e. Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

f. Amendment. This Agreement may not be amended except in a writing signed by both Parties.

g. Publicity. Neither Party shall disclose, use or refer to this Agreement or any of its terms, or the names, trademarks or service marks of the other Party in any advertising, publicity releases, promotional materials, or materials without the prior written consent of the other Party, which, with respect to Bank, shall be Bank's Public Affairs Department.

h. Further Assurances. Each Party shall take such action (including, but not limited to, the execution, acknowledgment, and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates below written.

Client:

By: *[Signature]* 5/28/21
Signature Date

Title: Assistant Cash Manager

Notice Address:

KEYBANK NATIONAL ASSOCIATION

By: *[Signature]* 5/27/21
Signature Date

Title: Managing Director

Notice Address:

EXHIBIT A

PROGRAM DESCRIPTION

[Describe Client's intended use of the Cards and any applicable Program specifics]

EXHIBIT B

Cardholder Fee Schedule

Key2Prepaid Schedule of Card Fees

You agree to pay the fees disclosed in this Schedule of Card Fees ("Schedule of Fees"). You also agree that we may deduct these fees and any other charges from the funds on your Card. Any applicable fees for your Card transactions will be charged daily. No monthly fees are associated with this card.

Fee Description	Amount
U.S. card purchases (PIN or signature-based purchase)	No charge
Card purchase decline (PIN or signature-based purchase; domestic or international)	No charge
ATM withdrawal transaction at KeyBank and Allpoint ATMs ²	No charge
ATM withdrawal at all other locations in the U.S. ¹	\$2.00 per transaction
ATM withdrawal – International ¹	\$3.00 per transaction
ATM surcharge at KeyBank and Allpoint ATMs ²	No charge
ATM balance inquiry at KeyBank and Allpoint ATMs ²	No charge
ATM balance inquiry at all other locations	\$0.50 per transaction
Over-the-counter withdrawals at participating Mastercard member bank branches ³	No charge
Currency conversion on all international transactions	3% of the U.S. dollar amount of the transaction
Online Bill Payment	No charge
Text message and email alerts ⁴	No charge
Automated and live agent customer service balance inquiry	No charge
Online transaction history	No charge
Paper (mailed) transaction history available upon request	No charge
Replacement card	\$5.95 (after 1 free per year)
2 day expedited delivery of replacement card	\$25.00
Inactivity Fee (After 1 year of inactivity)	\$1.50 per month

Limit Description	Amount
Get cash (ATM withdrawal)	\$1,500 per day ⁵
Get cash (PIN point-of-sale cash back)	\$2,500 per day ⁵
Get cash (from a bank teller)	\$7,000 per day
Purchase	\$7,500 per day

¹ When you use an ATM not operated by KeyBank or Allpoint (including terminals located internationally), you may be charged a fee by the ATM operator or any network used (And you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

² Please visit key.com/locator for a current list of KeyBank ATMs and branches and locator.allpointnetwork.com for a current list of Allpoint ATMs. There are no surcharge fees at KeyBank and Allpoint locations.

³ Mastercard member bank branch locations require a withdrawal from the branch teller.

⁴ You may opt in to this feature at Key2Prepaid.com. Your telecommunications carrier's standard text messaging rates may apply.

⁵ ATM operators and merchants may impose lower limits.



This card is issued by KeyBank N.A. in Cleveland, Ohio pursuant to license by Mastercard International, and all funds accessed by the card are held by KeyBank. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated. Subject to the terms and conditions of the Cardholder Agreement. The balance on the card is FDIC-insured up to the maximum allowable limit. Use anywhere Debit Mastercard is accepted. Key.com is a federally registered service mark of KeyCorp.

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EXHIBIT C

Client Fee Schedule

DATE: May 27, 2021

KeyBank Client Pricing based on the program requirements as outlined in The Agreement.

Item	Description	Cost
1. Card Plastic	Order of 100 or more cards per calendar month	\$0.00 per card
	Order less than 100 cards per calendar month	\$0.00 per card
2. Logo on Card	One color logo (white or black) on standard KeyBank stock	N/A