

**C U S T O D Y   A G R E E M E N T**  
**F O R   P U B L I C   F U N D S**

This CUSTODY AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of August, 2025, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and BMO BANK N.A. whose address is 320 South Canal Street, Chicago, IL 60606 ("CUSTODIAN").

**RECITALS**

WHEREAS, Government Code section 53608 authorizes the COUNTY to deposit for safekeeping with the CUSTODIAN the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness ("securities") in which the COUNTY's money is invested;

WHEREAS, CUSTODIAN is a national bank duly organized and constituted in accordance with all applicable federal and state laws to render custodial services; and

WHEREAS, the COUNTY's Board of Supervisors ("Board") selects CUSTODIAN as the custodian of said securities which it desires to deposit in the account established by this Agreement ("Account"); and

WHEREAS, the Board delegates to the COUNTY Treasurer the authority to deposit securities to the CUSTODIAN for the COUNTY, pursuant to Government Code section 53608.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CUSTODIAN agree as follows:

**1.     A P P O I N T M E N T   O F   C U S T O D I A N   A S   A G E N T**

COUNTY hereby appoints CUSTODIAN as agent to act as custodian of publicly traded securities, or cash and other property derived from the sale or purchase of securities ("Property"), that are deposited by COUNTY with CUSTODIAN from time to time to be held in the account established by this Agreement ("Account") and CUSTODIAN agrees to act as COUNTY's agent for such Property according to the terms and conditions of this Agreement. Each party to this Agreement hereby represents and warrants that it has the power to enter into this Agreement. This Agreement includes the Commercial Account Agreement between COUNTY and

1 CUSTODIAN, attached hereto as Attachment B, and the Treasury Services Master Agreement  
2 between COUNTY and CUSTODIAN, including the Safekeeping Service Description, attached  
3 hereto as Attachment C.

4 **2. DEPOSIT OF SECURITIES**

5 The COUNTY Treasurer, on behalf of COUNTY, shall deposit the COUNTY's Property  
6 with the CUSTODIAN for safekeeping, pursuant to Government Code section 53608.

7 **3. INSTRUCTIONS**

8 The COUNTY Treasurer, or their designee, shall provide written instructions to  
9 CUSTODIAN to make or settle purchases, sales, exchanges, investments and reinvestments of  
10 Property held in the Account, as provided in this Agreement. All instructions from COUNTY to  
11 CUSTODIAN shall be in writing and shall continue in force until changed by subsequent  
12 instructions. Pending receipt of written authority, CUSTODIAN may, in its absolute discretion at  
13 any time, accept oral, wired, or electronically transmitted instructions from COUNTY, provided  
14 CUSTODIAN has objectively reasonable grounds to believe, and actually believes in good faith,  
15 that the instructions are genuine. If COUNTY gives oral instructions, COUNTY shall promptly  
16 confirm such instructions in writing or by telecopy or other means permitted under this  
17 Agreement. COUNTY will hold CUSTODIAN harmless for COUNTY's failure to send confirmation  
18 in writing or the failure of such confirmation to conform to the oral instructions, provided that  
19 CUSTODIAN had objectively reasonable grounds to believe, and believed in good faith, that the  
20 oral instructions were genuine. COUNTY will hold CUSTODIAN harmless for CUSTODIAN's  
21 failure to produce such confirmation at any subsequent time. Only those individuals as  
22 designated by COUNTY are authorized to give instructions as described in this Agreement.

23 **4. HANDLING OF INCOME AND PRINCIPAL**

24 4.1. Income. CUSTODIAN shall collect the income, when paid on said Property,  
25 and hold it in a sweep vehicle as County directs until invested or otherwise disposed of pursuant  
26 to COUNTY's written instructions.

27 4.2. Principal. CUSTODIAN shall collect principal, when paid on said Property, and  
28 hold it in a sweep vehicle as County directs until invested or otherwise disposed of pursuant to

1 COUNTY's written instructions.

2 4.3. Collection Obligations. CUSTODIAN shall diligently collect income and  
3 principal of which the CUSTODIAN has received actual notice in accordance with normal industry  
4 practices. However, CUSTODIAN has no obligation or duty to take any action to collect any  
5 amount if the securities or other Property upon which that amount is payable is in default, or if  
6 payment is refused after due demand, unless the CUSTODIAN has been adequately indemnified  
7 by COUNTY in advance. CUSTODIAN, however, shall notify COUNTY promptly of any default or  
8 refusal to pay.

9 4.4. Additions to and Withdrawals from Account. CUSTODIAN shall make all  
10 additions and withdrawals of Property to and from this Account only upon receipt of and pursuant  
11 to written instructions from COUNTY, except withdrawals provided in Section 5. Upon receipt of  
12 an order for each withdrawal, unless otherwise instructed in writing, CUSTODIAN shall deliver  
13 the Property so withdrawn to COUNTY or to COUNTY's designee.

14 4.5. Deposit of Monies. COUNTY enters into a Commercial Account Agreement  
15 ("Deposit Contract") with BMO Bank N.A. concurrently with this Agreement and a copy of the  
16 Deposit Contract is attached to this Agreement as Attachment B. The parties agree that the  
17 Deposit Contract applies to any moneys deposited by COUNTY with CUSTODIAN and any cash  
18 held in the Account under Sections 4.1 and 4.2 of this Agreement and any moneys that COUNTY  
19 instructs CUSTODIAN to hold uninvested or in BMO Bank N.A. deposit accounts.

20 **5. INVESTMENT OF PROPERTY**

21 5.1. Directions by COUNTY. COUNTY has sole responsibility for the investment,  
22 review, and management of all Property held in the Account. CUSTODIAN shall make or settle  
23 all purchases, sales, exchanges, investments and reinvestments of Property held in the Account  
24 only upon receipt of and pursuant to written instructions from COUNTY. CUSTODIAN has no  
25 duty or obligation to review, or make recommendations for, the investment and management of  
26 any Property held in this Account, including uninvested cash. COUNTY is responsible to ensure  
27 that CUSTODIAN receives timely instructions, funds, or both, as applicable, to enable  
28 CUSTODIAN to settle any purchase or sale of securities. If CUSTODIAN does not receive timely

1 instructions or funds as needed, CUSTODIAN has no liability of any kind to any person, including  
2 COUNTY, for failing to settle a purchase or sale of securities. However, CUSTODIAN shall use  
3 reasonable efforts to settle each purchase or sale of securities as soon as possible after receipt  
4 of appropriate instructions and funds. CUSTODIAN may, as a matter of bookkeeping  
5 convenience, credit the Account with the proceeds from the sale, redemption, or other disposition  
6 of securities, or with interest, dividends, or other distributions payable on securities prior to  
7 CUSTODIAN's actual receipt of final payment; therefore, all such credits are conditional until the  
8 CUSTODIAN actually receives final payment and may be reversed by CUSTODIAN if it does not  
9 receive final payment. Payment with respect to a transaction is not final until CUSTODIAN  
10 receives immediately available funds that, under all applicable local laws, rules, and practices,  
11 are irreversible and not subject to any security interest, levy, or other encumbrance, and which  
12 funds are specifically applicable to that transaction. CUSTODIAN may use any cash in the  
13 Account to obtain reimbursement under this Agreement or to set off CUSTODIAN's obligations  
14 with respect to any deposits or credit balances in the Account against any obligation of COUNTY  
15 under this Agreement.

16           5.2. Handle Corporate Actions. CUSTODIAN shall notify COUNTY when it receives  
17 notices of redemptions, maturities, exchanges, calls, puts, subscription rights, and scrip  
18 certificates ("Corporate Actions"). CUSTODIAN need not monitor financial publications for notices  
19 of Corporate Actions and is not obligated to take any action without COUNTY's instruction.

20           5.3. Fractional Interests. CUSTODIAN shall receive and retain all stock distributed  
21 by a corporation as a dividend, stock split, or otherwise, except that if a fractional share is  
22 received, CUSTODIAN shall sell it.

23           5.4. Use of Nominees. CUSTODIAN may hold any or all registered securities in the  
24 name of its nominee.

25           5.5. Use of Securities Depository. CUSTODIAN may, in its discretion, deposit in a  
26 securities depository any securities, which, under applicable law, are eligible to be deposited.

## 27           **6. PLEDGE OF SECURITIES**

28           COUNTY shall inform CUSTODIAN in writing if COUNTY has pledged any Property held

1 in the Account as collateral ("Pledged Collateral") for any loan or advance ("Secured Obligation")  
2 made to COUNTY by BMO Bank N.A., or by any other lender designated by COUNTY ("Secured  
3 Party"). COUNTY's notice to CUSTODIAN shall precisely identify the Pledged Collateral and  
4 state the name, address, telephone number, and telex number of the Secured Party and the  
5 appropriate officer, if any, to contact in connection with the Pledged Collateral. COUNTY shall  
6 provide evidence to CUSTODIAN that COUNTY has provided a copy of the notice to the Secured  
7 Party. COUNTY will enter into a control agreement (a "Control Agreement") with CUSTODIAN  
8 as securities intermediary and any lender to perfect any such pledge. COUNTY is responsible to  
9 keep CUSTODIAN informed of any changes to this information, and CUSTODIAN shall be fully  
10 protected in relying on such notice until it receives a notice providing additional or substituted  
11 information. CUSTODIAN shall segregate and identify such Property in its records as pledged.  
12 Notwithstanding anything to the contrary contained in this Agreement, by providing the notice  
13 referred to above, COUNTY acknowledges and agrees that the terms of this Custody Agreement  
14 are superseded by the terms of any pledge or security agreement covering the Pledged  
15 Collateral, and that CUSTODIAN cannot release the Pledged Collateral without the prior written  
16 consent of the Secured Party or as set forth in the Control Agreement. If the Secured Party  
17 notifies the CUSTODIAN in writing of a default of any Secured Obligation, CUSTODIAN shall  
18 follow, with no further obligation, the written instructions of the Secured Party regarding the  
19 Pledged Collateral, subject to the terms of the Control Agreement, and shall be fully protected in  
20 so doing. Any interest or principal payments due on the Secured Obligation may be charged to  
21 the Account upon written instruction from COUNTY.

## 22 **7. PROXIES AND CORPORATE LITERATURE**

23 7.1. Proxies. Unless the COUNTY directs CUSTODIAN in writing to the contrary,  
24 CUSTODIAN shall forward to COUNTY all proxies and accompanying materials issued by any  
25 company whose securities are held in the Account and actually received by CUSTODIAN.

26 7.2. Corporate Literature. Except as provided in Section 7.1 of this Agreement or  
27 as otherwise required by law, CUSTODIAN has no duty to forward or retain any other corporate  
28 materials received for Property held in the Account.

1           7.3. Disclosure to Issuers of Securities. Unless COUNTY directs CUSTODIAN in  
2 writing to the contrary, COUNTY agrees that CUSTODIAN may disclose the name and address  
3 of the party with the authority to vote the proxies of the securities held in the Account, as well as  
4 the number of shares held, to any issuer of those securities or its agents who request them in  
5 writing in compliance with applicable law.

6           **8.       CONFIRMATIONS**

7           8.1. Confirmations. CUSTODIAN has no responsibility to send confirmations of  
8 security transactions occurring in this Account to COUNTY; however, COUNTY may request  
9 confirmations for security transactions at any time at no additional cost to COUNTY, and  
10 CUSTODIAN shall send those confirmations to COUNTY within the time prescribed by law.

11          8.2. Statements. Each month, CUSTODIAN shall send COUNTY via paper delivery  
12 or electronically via Bank's online service a cash statement and an asset statement showing  
13 market values. The statements will show all income and principal transactions and cash,  
14 securities and other Property holdings. COUNTY may approve or disapprove each statement  
15 within sixty (60) days of receiving it and, if CUSTODIAN receives no written objections within that  
16 sixty-day (60) period, that statement is deemed approved. COUNTY acknowledges and agrees  
17 that if COUNTY selects CUSTODIAN's online service, CUSTODIAN will provide paper  
18 statements only upon request. Printed trade confirmations for trades affected by the CUSTODIAN  
19 are available upon request and at no additional cost to COUNTY. COUNTY may request printed  
20 trade confirmations for other securities transactions from the broker through which COUNTY  
21 directs such trades. CUSTODIAN is authorized to use any vendor (including brokers and dealers  
22 of securities and pricing services embedded in CUSTODIAN's securities processing or  
23 accounting systems) that CUSTODIAN reasonably believes to be reliable to provide market  
24 values for securities. COUNTY understands that certain pricing information with respect to  
25 complex financial instruments including, without limitation, derivatives, may be based on  
26 calculated amounts rather than actual market transactions and may not reflect actual market  
27 values, and that the variance between such calculated amounts and actual market values may  
28 or may not be material.

1           **9.     INTEREST BEARING DEPOSITS**

2           COUNTY may direct that assets of the Account be invested in deposits with CUSTODIAN  
3 as a sweep vehicle or other deposit held in CUSTODIAN's name for the benefit of its clients.  
4 Such deposits shall be insured in accordance with applicable law and regulation.

5           **10.    COST BASIS AND DATES OF ACQUISITION**

6           COUNTY agrees to furnish CUSTODIAN with the income tax cost basis and dates of  
7 acquisition of all Property held in the Account to be carried on CUSTODIAN's records. If COUNTY  
8 does not furnish that information for any Property, CUSTODIAN shall carry the Property at any  
9 nominal value that CUSTODIAN determines, for CUSTODIAN's bookkeeping purposes only. All  
10 statements and reporting by CUSTODIAN of any matters requiring this information will use this  
11 nominal value. CUSTODIAN has no duty to verify the accuracy of the cost basis or dates of  
12 acquisition furnished by COUNTY. Property purchased in the Account shall be carried by  
13 CUSTODIAN at cost.

14           **11.    LIMITED POWER OF ATTORNEY**

15           CUSTODIAN is hereby granted a limited power of attorney by COUNTY to execute on  
16 COUNTY's behalf any declarations, endorsements, assignments, stock or bond powers,  
17 affidavits, certificates of ownership or other documents required (1) to effect the sale, transfer, or  
18 other disposition of Property held in the Account according to COUNTY's instructions and the  
19 terms of this Agreement, (2) to obtain payment with respect to Property held in the Account  
20 according to COUNTY's instructions and the terms of this Agreement, or (3) to take any other  
21 action required with respect to the Property held in the Account according to COUNTY's  
22 instructions and the terms of this Agreement, and in the CUSTODIAN's own name to guarantee  
23 as COUNTY's any signature affixed under this Section.

24           **12.    AMENDMENT AND TERMINATION OF AGREEMENT**

25           12.1. Amendment. This Agreement may be amended only by a separate written  
26 agreement in accordance with Section 12 of the Treasury Services Master Agreement attached  
27 hereto as Attachment C.

28           12.2. Termination.

1           A.     Non-Allocation of Funds - The terms of this Agreement, and the  
2 services to be provided under it, are contingent on the approval of funds by the  
3 appropriating government agency. If sufficient funds are not allocated, COUNTY and  
4 CUSTODIAN may agree on modification to the services provided, or COUNTY may  
5 terminate this Agreement, at any time by giving the CUSTODIAN thirty (30) days'  
6 advance written notice.

7           B.     Breach of Contract - The COUNTY may immediately suspend or  
8 terminate this Agreement in whole or in part, where in the determination of the  
9 COUNTY there is:

- 10           i.     An illegal or improper use of funds;
- 11           ii.    A failure to comply with any term of this Agreement;
- 12           iii.   A substantially incorrect or incomplete report submitted to the  
13           COUNTY; or
- 14           iv.    Improperly performed service.

15           In no event shall any payment by the COUNTY constitute a waiver by the  
16 COUNTY of any breach of this Agreement or any default which may then exist on the  
17 part of the CUSTODIAN. Neither does any payment impair or prejudice any remedy  
18 available to the COUNTY with respect to the breach or default. The COUNTY may  
19 demand that the CUSTODIAN repay to the COUNTY any funds disbursed to the  
20 CUSTODIAN under this Agreement, which in the judgment of the COUNTY were not  
21 expended in accordance with the terms of this Agreement. The CUSTODIAN shall  
22 promptly refund any such funds upon demand.

23           C.     Without Cause - Under circumstances other than those set forth above,  
24 including if it determines that CUSTODIAN's amended service provisions as provided  
25 under Section 12.1 are material, COUNTY may terminate this Agreement by giving to  
26 CUSTODIAN thirty (30) days' advance written notice of an intention to terminate.  
27 Upon termination, CUSTODIAN shall have a reasonable amount of time to transfer  
28 the Property held in the Account in accordance with the written instructions of

1 COUNTY. CUSTODIAN's fees and costs related to termination include only  
2 transaction and disbursement charges identified in the fee schedule. CUSTODIAN  
3 may terminate the Agreement if required to do so to comply with any law applicable  
4 to CUSTODIAN or if required to do so by any regulator with jurisdiction over  
5 CUSTODIAN.

6 **13. NON-ASSIGNMENT**

7 Neither party may assign, transfer, or sub-contract this Agreement, or its rights or duties  
8 under this Agreement, without the prior written consent of the other party.

9 **14. INSURANCE**

10 A. Without limiting the COUNTY's right to obtain indemnification from  
11 CUSTODIAN or any third parties, CUSTODIAN, at its sole expense, shall maintain in full force and  
12 effect, the following insurance policies or a program of self-insurance, including but not limited to,  
13 an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the  
14 Agreement:

15 B. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than One Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$4,000,000.00).  
18 This policy shall be issued on a per occurrence basis.

19 C. Automobile Liability

20 Comprehensive Automobile Liability Insurance with limits of not less than One Million  
21 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
22 include any auto used in connection with this Agreement.

23 D. Professional Liability

24 If CUSTODIAN employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
25 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One  
26 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual  
27 aggregate.

28

1 E. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California  
3 Labor Code.

4 F. Additional Requirements Relating to Insurance

5 CUSTODIAN shall obtain endorsements to the Commercial General Liability  
6 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
7 collectively, as additional insured, but only insofar as the operations under this Agreement are  
8 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
9 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall  
10 be excess only and not contributing with insurance provided under CUSTODIAN's policies herein.  
11 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
12 written notice given to COUNTY.

13 Within thirty (30) days from the date CUSTODIAN signs and executes this  
14 Agreement, CUSTODIAN shall provide a link to its Memorandum of Insurance which provides  
15 additional blanket insured wording; and CUSTODIAN will provide notice that this insurance shall  
16 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given  
17 to COUNTY.

18 In the event CUSTODIAN fails to keep in effect at all times insurance coverage as  
19 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or  
20 terminate this Agreement upon the occurrence of such event.

21 All policies shall be with admitted insurers licensed to do business in the State of  
22 California. Insurance purchased shall be purchased from companies possessing a current A.M.  
23 Best, Inc. rating of A (Excellent), FSC-VII or better.

24 **15. AUDITS AND INSPECTIONS**

25 The CUSTODIAN shall at any time during business hours with reasonable prior written notice  
26 by COUNTY, and as often as the COUNTY may deem necessary, make available to COUNTY for  
27 examination all of CUSTODIAN's records and data with respect to the matters covered by this  
28 Agreement. The CUSTODIAN shall, upon reasonable prior written request by COUNTY, permit

1 COUNTY to audit and inspect all records and data with respect to the matters covered by this  
2 Agreement necessary to ensure CUSTODIAN's compliance with the terms of this Agreement.

3 If compensation paid to CUSTODIAN under this Agreement exceeds ten thousand dollars  
4 (\$10,000.00), CUSTODIAN is subject to the examination and audit of the California State Auditor  
5 for a period of three (3) years after final payment under this Agreement, pursuant to California  
6 Government Code section 8546.7. The obligations under this paragraph survive the termination of  
7 this Agreement.

### 8 **16. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between CUSTODIAN and COUNTY  
10 with respect to the subject matter of this Agreement and supersedes all previous Agreement  
11 negotiations, proposals, commitments, writings, advertisements, publications, and understanding  
12 of any nature whatsoever unless expressly included in this Agreement. In the event of any  
13 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency  
14 shall be resolved by giving precedence in the following order of priority: (1) the Commercial  
15 Account Agreement (Attachment B) or Treasury Services Master Agreement (Attachment C), as  
16 applicable; (2) the body of this Agreement (excluding Attachment "A"); (2) Attachment "A".

### 17 **17. SINGULAR AND PLURAL**

18 Where the context permits, singular personal pronouns are deemed to be plural personal  
19 pronouns, and vice versa.

### 20 **18. GOVERNING LAW**

21 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
22 County, California. The rights and obligations of the parties and all interpretation and performance  
23 of this Agreement shall be governed in all respects by the laws of the State of California.

### 24 **19. TAXATION OF ACCOUNT**

25 19.1. W-9 Certification. COUNTY agrees to provide a completed W-9 or W-8  
26 certification, as appropriate, to CUSTODIAN.

27 19.2. COUNTY's responsibility for Filing Tax Returns and Paying Taxes. COUNTY  
28 is responsible for filing any and all tax returns and for paying all taxes on Property and income

1 held in the Account.

2 **20. NOTICES**

3 The persons and their addresses having authority to give and receive notices under this  
4 Agreement include the following:

5 COUNTY

6 COUNTY OF FRESNO

7 PO Box 1247

8 Fresno, CA 93715

9 Attn: Treasurer

10 Phone: (559) 600-3487

11 Email: [Investments@fresnocountyca.gov](mailto:Investments@fresnocountyca.gov)

CUSTODIAN

BMO BANK N.A.

4400 MacArthur Blvd., #600

Newport Beach, CA 92660

Attn: Tito Ibarrola

Phone: (279) 234-0524

Email: [tito.ibarrola@bmo.com](mailto:tito.ibarrola@bmo.com)

12 All notices between COUNTY and CUSTODIAN provided for or permitted under this  
13 Agreement must be in writing and deemed duly served when personally delivered to one of the  
14 parties, or in lieu of such personal service, on the fifth (5<sup>th</sup>) day after depositing in the United States  
15 Mail, postage prepaid, addressed to such party, provided that notice to CUSTODIAN or COUNTY  
16 may be delivered via fax or by email with an attachment in Portable Document Format (PDF) or  
17 similar format.

18 **20.1. Change of Address.** Either party may change the address at which notice may  
19 be given by giving the other party written notice ten (10) days prior to the effective date of the  
20 change of address.

21 **21. TERM**

22 This Agreement is effective on the 1st day of October 2025 and terminates on the 30th day  
23 of September 2028. The term of this agreement may be extended for a maximum of two (2)  
24 additional one (1) year periods upon determination of satisfactory performance and written  
25 authorization of the COUNTY no later than thirty (30) days before the agreement terminates.

26 **22. COMPENSATION/INVOICING**

27 COUNTY agrees to pay to CUSTODIAN, and CUSTODIAN agrees to receive compensation  
28 from COUNTY as provided in Attachment A. CUSTODIAN shall submit monthly invoices to the  
County of Fresno Treasury Department. All expenses incidental to CUSTODIAN's performance of

1 services under this Agreement shall be borne by CUSTODIAN. Any fees not paid by COUNTY, or  
2 challenged in writing by COUNTY, within thirty (30) days of billing will be charged to the Account.  
3 All fees and charges shall first be paid through earnings of the COUNTY in its operating account  
4 and reflected in the monthly statement. If those earnings are not sufficient to pay fees and  
5 charges, the COUNTY shall timely pay outstanding fees and charges to the CUSTODIAN.

### 6 **23. INDEPENDENT CONTRACTOR**

7 In performance of the work, duties and obligations assumed by CUSTODIAN under this  
8 Agreement, it is mutually understood and agreed that CUSTODIAN, including any and all of  
9 CUSTODIAN's officers, agents, and employees will at all times be acting and performing as an  
10 independent contractor, and will act in an independent capacity and not as an officer, agent, servant,  
11 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY has no right  
12 to control or supervise or direct the manner or method by which CUSTODIAN performs its work and  
13 function under this Agreement. However, COUNTY retains the right to administer this Agreement  
14 so as to verify that CUSTODIAN is performing its obligations in accordance with the terms and  
15 conditions of this Agreement.

16 CUSTODIAN and COUNTY shall comply with all applicable provisions of law and the rules  
17 and regulations, if any, of governmental authorities having jurisdiction over matters that are the  
18 subject of this Agreement.

19 Because of its status as an independent contractor, CUSTODIAN has absolutely no right to  
20 employment rights and benefits available to COUNTY employees. CUSTODIAN is solely liable and  
21 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
22 addition, CUSTODIAN is solely responsible for, and shall save COUNTY harmless from, all matters  
23 relating to payment of CUSTODIAN's employees, including compliance with Social Security  
24 withholding and all other regulations governing such matters. COUNTY acknowledges that during  
25 the term of this Agreement, CUSTODIAN may be providing services to others unrelated to the  
26 COUNTY or to this Agreement.

### 27 **24. STANDARD OF CARE**

28 In performing under this Agreement, CUSTODIAN agrees to exercise reasonable care and

1 is only liable for damages arising out of CUSTODIAN's performance of or failure to perform its duties  
2 under this Agreement to the extent that those damages arise directly out of the CUSTODIAN's willful  
3 misfeasance, gross negligence, or otherwise from a material breach of CUSTODIAN's standard of  
4 care under this Agreement. CUSTODIAN is not liable for the acts or omissions of (i) any broker or  
5 other agent to which COUNTY has directed any securities transactions or granted discretionary  
6 authority or (ii) any broker or other agent selected by CUSTODIAN with reasonable care; provided,  
7 however, that a broker without acts and omissions insurance covering its acts and omissions in  
8 connection with this Agreement is deemed to be not selected with reasonable care. In no event is  
9 either party to this Agreement entitled to consequential or exemplary damages. In the event of any  
10 claim brought by a third party to obtain Account Property, COUNTY agrees to indemnify and defend  
11 CUSTODIAN against all demands, costs, and liability, including attorneys' fees.

#### 12 **25. CUSTODIAN NOT A FIDUCIARY**

13 The parties intend that CUSTODIAN is not a fiduciary of the Account. Accordingly,  
14 CUSTODIAN has no power to make decisions regarding any policy, interpretation, practice,  
15 procedure, or direction with respect to the Account, but shall perform the ministerial and  
16 administrative functions as provided in the Agreement and instructions to CUSTODIAN from  
17 COUNTY.

#### 18 **26. CONFIDENTIALITY**

19 All non-public information and advice furnished by either party to the other shall be treated  
20 as confidential and will not be disclosed to third parties unless required by law, including but not  
21 limited to the California Public Records Act (California Government Code, Title 1, Division 7, Chapter  
22 3.5, beginning with section 6250), except that CUSTODIAN may disclose (a) the identity of  
23 COUNTY as a client or client reference of CUSTODIAN; (b) any information to any government  
24 regulator of CUSTODIAN.

#### 25 **27. SEVERABILITY**

26 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or  
27 otherwise unenforceable, the balance of this Agreement remains in effect.

28



1 The parties are signing this Agreement on the date stated in the introductory paragraph.

2  
3 BMO BANK N.A.

COUNTY OF FRESNO

4 Tito Ibarrola

Ernest Buddy Mendes

5 Tito Ibarrola, Director

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

6 Name and Title

7  
8 4400 MacArthur Blvd., Ste 600

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9 Street Address

10 Newport Beach, CA 92660

11 City, State, Zip Code

12 By: Maureen Vieira

Deputy

13  
14  
15  
16  
17 FOR ACCOUNTING USE ONLY:

18 Org No.: 0410  
19 Account No.: 7295  
20 Fund No.: 0001  
21 Subclass No.: 10000  
22  
23  
24  
25  
26  
27  
28

# Attachment A

## TREASURY MANAGEMENT SERVICES

Service Description	Unit Price
<b>GENERAL SERVICES<sup>i</sup></b>	
MAINT: FED ISSUES HELD	\$5.00
MAINT: DTC ISSUES HELD	\$5.00
<b>ONLINE TRANSACTIONS<sup>ii</sup></b>	
ONLINE FED PURCHASE/WDRL	\$5.00
ONLINE DTC PURCHASE/WDRL	\$5.00
SAFEKEEPING ACCOUNT MAINTENANCE	\$5.00 per account per month
<b>TRANSACTIONAL SERVICES<sup>iii</sup></b>	
FED WITHDRAWALS	\$13.50
DTC WITHDRAWALS	\$13.50
DEPOSITORY INTEREST PAYMENT	\$4.75
<b>ONLINE REPORTS<sup>iv</sup></b>	
SAFEKEEPING STATEMENT	\$1.00
ADVICE OF POSTED TRANSACTIONS	\$1.00
ADVICE OF ANTICIPATED TRANS	\$1.00
ADVICE OF ASSET MATURITY & CALL	\$1.00

<sup>i</sup> One unit means one issue held.

<sup>ii</sup> Unless otherwise indicated, one unit means one purchase or one withdrawal.

<sup>iii</sup> One unit means one withdrawal, or one interest payment received.

<sup>iv</sup> Advice means a statement generated for a posted transaction, upcoming transaction or upcoming maturity or call. One unit means one statement generated.

This Treasury Services Master Agreement (this "*Master Agreement*") is made as of the date appearing on the signature page of the Bank representative signing this Master Agreement, between COUNTY OF FRESNO ("*Client*") and BMO Bank N.A. ("*Bank*"). This Master Agreement includes the terms and conditions pursuant to which Bank will provide to Client its treasury and payment solutions products and services (the "*Services*"). Any reference in any existing or future agreement between Client and Bank to a "Global Treasury Management Services Master Agreement" or any other prior services agreement for treasury and payment solutions products and services shall be deemed to be a reference to this Master Agreement.

In consideration of the mutual promises herein, Client and Bank agree as follows:

## 1. Services.

Bank will make available to Client the Services selected by Client and described on the Service Selection Form, which is part of this Master Agreement (as updated or amended from time to time, the "*Service Selection Form*"). By completing and signing the Service Selection Form for a particular Service or Services, Client selects that Service or Services and agrees to the terms and conditions of the related service description, including any appendices (the "*Service Description*"), and other Service Documentation (as defined below) for that Services. Client may add Services by submitting to Bank an executed copy of the Service Selection Form for the new Service. Any other services or features Bank provides in connection with a Service which are not listed in the Service Selection Form are also considered "Services" and are subject to this Master Agreement and any related Service Documentation. Other than as expressly set forth herein or in the Service Documentation for a particular Service, the Services are only available for commercial cash management banking purposes and may not be used for personal or consumer banking purposes of any kind.

Upon acceptance and approval by Bank of this Master Agreement and the Service Selection Form for the Services Client requests, and the completion of any required setup process, Bank will make the requested Services available to Client. If Client does not execute the Service Selection Form for a particular Service, but nevertheless uses that Service in any manner, Client's first such use constitutes Client's agreement to the Service Documentation for that Service, including the applicable Service Description, in the form Bank presented to Client.

## 2. Governing Agreements and Documentation.

(a) *Service Documentation.* Client's use of the Services is governed by this Master Agreement and the following documents (collectively, the "*Service Documentation*"), all of which are incorporated by reference into this Master Agreement (as applicable):

- Service Descriptions;
- Service Selection Forms;
- setup and security instructions and procedures; and

- user guides, questionnaires, and other instructions and manuals for Services provided by Bank (as updated from time to time, "*User Guides*").

If there is any conflict between any term or provision of the Service Documentation for a particular Service and the terms and provisions of this Master Agreement, the Service Documentation will control with respect to such Service to the extent of such conflict. If there is any conflict among the Service Documentation for a particular Service, the Service Description will control to the extent of the conflict. Terms which are defined in this Master Agreement have the given meaning when used in the Service Documentation unless otherwise specified.

All deposit account(s) that are enrolled in the Services (the "*Accounts*") will remain subject to the applicable deposit account agreement ("*Account Agreement*") and Client's use of the Services will also be governed by such Account Agreement, which is incorporated by reference in this Master Agreement. If there is any conflict between the applicable Account Agreement and this Master Agreement or any Service Documentation, then this Master Agreement or the Service Documentation controls. Capitalized terms used herein and not otherwise defined shall have the meaning given in the applicable Account Agreement.

- (b) *Service Changes.* Bank may from time to time add to, discontinue or modify the Services and may update or make changes in the Service Documentation relating to a Service. Bank will give Client notice of any material change and such change will be effective as of the date specified in the notice sent to Client. Bank reserves the right to notify Client of changes and updates electronically or by Internet posting, mailing, or other means permitted by law. The right to change fees and charges and the right to change the terms of this Master Agreement are addressed in Section 12.
- (c) *Authorized Individuals; Contact Information.* Before accessing any Service, Client must provide to Bank (or there must be on file with Bank) a signed and completed Certificate of Account Resolutions in the form provided by Bank or other form acceptable to Bank ("*Account Resolutions*"). The Account Resolutions evidence the proper authority of the persons ("*Authorized Individuals*") signing this Master Agreement, the Service Selection

Form, and any authorization forms, and provide Bank with any contact information that Bank may require in connection with Client's use of a Service. Bank is entitled to rely on such authorization and contact information according to its terms until Bank receives properly authorized written notice in the form provided by Bank or other form acceptable to Bank that the existing authorization and/or contact information is changed or terminated and Bank has a reasonable opportunity to act on such notice. If Client instead chooses to communicate changes to Bank by some other means, Bank is entitled (but not obligated) to rely on such communications and the changes as having been duly authorized by Client if Bank in good faith believes the communications came from someone authorized by Client to deliver it. Bank will not be responsible for losses if Client fails to timely and properly notify Bank of changes in authorization and/or contact information. Client must also promptly notify Bank in writing of any change to Client's name or address.

### 3. Obligations and Acknowledgments.

- (a) *Account Statements and Reconciliation.* At Client's election, Bank will either provide to Client electronically through Bank's Online Banking for Business Service ("OLBB") or by mail periodic statements, notices, canceled checks, and other information regarding the Accounts and Account activity, including any activity resulting from Services. Client agrees to promptly examine each such statement, notice, canceled check, and other information (whether originals, images, copies, or in other formats) and to promptly notify Bank of any erroneous charges, payments, missing or incorrect deposits, credits, debits, or other entries to Accounts ("errors") or other Account problems, including a forged or unauthorized signature or alteration, or unauthorized or missing endorsement, in accordance with the requirements and procedures, including time frames, provided in the applicable Account Agreement. If Client fails to notify Bank as described above, Bank will not be obligated to re-credit or refund the amount of the error or Account problem and Client will be precluded from asserting the error or Account problem against Bank. If Client makes a claim for an error or problem, Client agrees to cooperate with Bank in the investigation of the situation (including providing an appropriate affidavit as Bank may request) and any effort by Bank to recover funds on Client's or Bank's behalf.
- Unless Bank has otherwise agreed in the Service Documentation for any Service Bank provides to Client, funds transfers to and from Accounts will be reflected on the periodic statements Bank sends or makes available to Client or the applicable Account owner.
- (b) *Electronic Information.* Some Services allow Client to view and receive information about Account balances, activity, transactions, and other cash management information electronically, via the Internet through one of Bank's access Services, or by other electronic means. Account information changes frequently and is subject to updating, verification, and correction. Since the information may change during the delay between when the information was last sent to Client or posted by Bank and when Client receive or access the information, Bank
- assumes no responsibility for Client's reliance on such information which is subsequently updated, verified, or corrected.
- (c) *Client's Vendors.* If Client engages any third party in connection with any Service ("Vendor"), the Vendor is Client's agent. Client is solely responsible for ensuring that Client's Vendor complies with Client's obligations under this Master Agreement and the Service Documentation (including Security Procedures, as defined below, relating to the Services). Client is bound by all information, Orders (as defined herein), entries, or other instructions provided on Client's behalf by Vendors all as though such information, Orders, entries, or other instructions were provided by Client. Client confirms that Client grants authority to Vendors to legally bind Client with respect to their use of the Services. Client is liable for (i) any Vendor's failure to comply with any of Client's obligations under this Master Agreement and the Service Documentation, (ii) all fees, costs, and expenses owed to each Vendor for its services on Client's behalf, and (iii) any claims, damages, costs, and expenses incurred by Client or Bank as a result of any Vendor's failure to perform, or delay or error in performing, its services on Client's behalf.
- (d) *Use of Third Parties by Bank.* Bank may use the services, software, hardware or equipment of third parties to provide or facilitate all or any portion of the Services, including call centers, Website hosts, contractors, processors, and the like. Client agrees that Bank may disclose to any such third party any information regarding Client necessary to provide the Service and related support to Client.
- (e) *Money Laundering and Funding of Terrorism.* Client acknowledges that transactions made on Client's behalf may be subject to federal and state laws and regulations governing transactions in currency and other monetary instruments relating to money laundering activities and the funding of terrorism and that such laws and regulations may impose severe criminal penalties on those who participate or assist in such activities or in structuring of such activities to avoid reporting requirements. Client acknowledges that Bank may monitor transactions for compliance with such laws and regulations. Client agrees that Client will not engage in any transaction which would violate, or result in a payment in violation of, federal or state laws or regulations, including, without limitation, the federal laws and regulations administered by bank regulatory agencies and the Office of Foreign Assets Control ("OFAC") relating to money laundering and the funding of terrorism.
- (f) *Right of Setoff and Security Interest.* In addition to its other rights under this Master Agreement and the Account Agreement, Bank and each of its Affiliates may exercise the right of set-off against any or all of Client's Accounts and deposits and Client grants Bank a first priority security interest in all Accounts maintained by Client now or in the future with Bank or any of Bank's Affiliates to secure payment of any and all obligations regarding Services provided under this Master Agreement and the Service Documentation, whether direct or indirect, absolute or contingent, due or to become due, whether now existing

or hereafter arising, and whether several, joint or joint and several. For purposes of this Master Agreement, "Affiliate" means any corporation, limited liability company, or other legal entity that controls, is controlled by, or is under common control with another legal entity.

#### 4. Security Procedures.

- (a) *Verification.* Bank requires that the authenticity of any payment order, Automated Clearing House ("ACH") entry, entry data, batch release, electronic data or transmission, or other instruction to transfer or pay funds or pay, return, or issue checks (collectively, "Orders") issued to Bank in Client's name in connection with any Service be verified pursuant to security procedures as provided in this Master Agreement or in the applicable Service Documentation ("Security Procedures"). Bank may also require that other instructions Client issues to Bank be delivered and accepted in compliance with Security Procedures.
- (b) *Acceptance of Security Procedures.* Client should carefully review the Security Procedures in light of the size, amount, and frequency of Client's transactions. Client's use of each Service indicates Client's agreement that the Security Procedures for the Service are commercially reasonable. If instead of accepting and following the Security Procedures Bank offers, Client chooses to communicate to Bank pursuant to some other procedure, Client is refusing the Security Procedures Bank recommends as commercially reasonable and Client will be bound by any Order or other instruction issued in Client's name and accepted by Bank in compliance with the procedure Client chooses.
- (c) *Security Procedure Limitations.* Client acknowledges that the Security Procedures are used to verify the authenticity of, but not to detect errors in, any Order transmitted by Client or in Client's name. From time to time Bank may at its option use additional procedures to verify or authenticate Orders. The Security Procedures do not verify the actual identity of the users of the Services and do not monitor the actions of the users to determine whether their Orders exceed the scope of their authority. The Security Procedures are in addition to, and do not limit, revoke, or affect the authority of any Authorized Individual to transmit Orders or any agreement now or hereafter existing between Client and Bank relating to Orders. Bank may continue to rely upon such authority and agreements and Bank is authorized to act upon Orders received from persons acting pursuant to such authority or agreements.

#### 5. Confidentiality and Security.

- (a) *Confidential Service Information.* Client agrees that it is Client's responsibility to maintain the security and strict confidentiality of all account numbers, codes, and identification data, such as customer identification numbers ("Customer IDs") and passwords ("Customer Passwords") and user identification numbers ("User IDs") and passwords ("User Passwords"), provided to or used by Client in connection with any Service ("Identification Data") as well as information concerning access to any Service or Account, including the Security Procedures

("Confidential Service Information"). Client should disclose the Identification Data and the Confidential Service Information only to Authorized Individuals and Vendors who need to know the information in order to carry out their responsibilities with respect to the Services. Client also agrees to maintain the confidentiality of all Service Documentation, software, and other proprietary information regarding the Services which Bank provides to Client.

- (b) *Effective Policies and Procedures.* Client represents and warrants to Bank that Client has in place, and will maintain and enforce, effective policies and procedures to prevent unauthorized access to the Accounts, the Identification Data, the Confidential Service Information, and the Services, including unauthorized and erroneous transmission of Orders and other communications to Bank. Client agrees to take all steps necessary to ensure the security, accuracy, authenticity, confidentiality, and legitimacy of all communications to Bank and all access to the Services.
- (c) *Notification of Loss.* If at any time any Identification Data or Confidential Service Information has been lost, stolen, or misused, or Client believes that the security of communications between Client and Bank may be or has been compromised or is in any way insecure, Client must notify Bank immediately (with confirmation in writing) and assist Bank in investigating and remedying the situation. Client's notice will not affect any action taken by Bank, including transfers made or instructions carried out prior to the time Bank has received the notice and has had a reasonable opportunity to act on it.
- (d) *Obligations of Bank Regarding Confidential Information.* Except as otherwise provided herein or in any Service Documentation, Bank will maintain the confidentiality of the information Client provides to Bank in connection with the Services in accordance with its normal procedures for safeguarding commercial customer information, and Bank agrees to use such information only to provide the Services to Client and as otherwise required by law or permitted in any agreement between Client and Bank. Bank may disclose information (i) which is or becomes public other than as a result of disclosure by Bank in violation of this Section, (ii) which was or becomes available to Bank on a non-confidential basis from a third-party who is not known by Bank to be bound by a confidentiality agreement with Client with respect to such information, (iii) which is developed by Bank separate and apart from any disclosure by Client, (iv) to Affiliates of Bank, or to companies who provide services to Bank as described in Section 3(d), (v) as permitted under the Account Agreement or any other agreement between Client and Bank, (vi) in connection with any litigation involving, or the enforcement of its rights and remedies under or in connection with, this Master Agreement or any other agreement between Client and Bank, and (vii) to the extent required by applicable laws, regulations, or rules, including, where applicable, the rules of NACHA – The Electronic Payments Association® or other funds transfer systems used in connection with a funds transfer (collectively, "Applicable Law"), or court orders or other legal process (including in connection with examinations by banking authorities or to comply with subpoenas,

summonses, search warrants, or requests from government agencies).

- (e) *Use of Confidential Service Information.* All uses of the Services in accordance with the Security Procedures will be deemed to be authorized by and binding on Client or the applicable Account owner. Client's failure to protect Identification Data and Confidential Service Information may allow an unauthorized party to (i) use the Service(s), (ii) access electronic communications and financial data, and (iii) send Orders and communications to Bank or receive information from Bank. To the maximum extent permitted by law, Bank shall have no responsibility or liability whatsoever for any loss due to any unauthorized Order, instruction or other communication from Client, Client's Vendor, or any Authorized Individual to Bank, except to the extent that such loss is determined by an arbitrator in accordance with Section 16 or by a court of competent jurisdiction by a final and non-appealable order to have resulted from Bank's gross negligence or willful misconduct.
- (f) *Unencrypted Messages.* Client recognizes that unencrypted messages including email are not secure. If Client chooses to communicate with Bank by email, Client acknowledges that Bank may rely on the contents of the email as having been authorized by Client, if Bank accepts and acts on it in good faith. Client agrees that Bank may reply to Client in an email with the requested information. Client assumes the entire risk for any such unencrypted electronic communications.

## 6. Events of Default.

The occurrence of any of the following shall constitute an "Event of Default":

- (a) *Failure to Pay or Perform.* If Client fails to pay when due any amount payable, fails to satisfy any condition Client is required to satisfy, or fails to observe or perform any agreement or obligation, under this Master Agreement, any Service Documentation, or any other agreement between Client and Bank;
- (b) *Incorrect or Misleading Statements.* If any representation or warranty made by Client in this Master Agreement, any Service Documentation, or any other agreement between Client and Bank, or any certificate or statement of fact or any other communication from Client to Bank, is found to have been incorrect or misleading on or as of the date made in any respect Bank considers material;
- (c) *Insolvency, etc.* If Client is or becomes insolvent or bankrupt or is dissolved, liquidated or wound up; or any substantial assets of Client are seized or otherwise attached pursuant to legal process or other means; or any step or proceeding is taken by or against Client under or in respect of any bankruptcy, insolvency, reorganization or other similar law affecting creditors' rights, including a resolution passed by Client's directors, partners, managers, or members; or any assignment is made for the benefit of Client's creditors; or in the good faith opinion of Bank the financial condition of Client has become impaired;
- (d) *Judgments.* If one or more judgments, decrees, or orders is rendered against Client for the payment of money and

any of such judgments, decrees or orders would, in Bank's opinion, have a material adverse effect and continue unsatisfied and in effect for a period of more than ten (10) business days without being vacated, discharged, satisfied or stayed pending appeal; or

- (e) *Unenforceable Provisions.* If any provision of this Master Agreement Bank considers material is determined by an arbitrator in accordance with Section 16 or a court of competent jurisdiction to be unenforceable.

## 7. Termination.

- (a) This Master Agreement will continue in full force and effect until all Services have been terminated. Any Service may be terminated at any time by either Client or Bank upon at least thirty (30) days' prior written notice to the other party. Only the Service specified in such notice will be terminated, and no other Services will be affected.
- (b) Bank may, at its option, immediately and without any notice or other action (i) terminate this Master Agreement or any or all Services upon the occurrence and during continuance of an Event of Default, and (ii) terminate any Service if Bank determines that the Service has not been used by Client for a period of at least 12 months.
- (c) Upon termination of any Services under this Master Agreement:
- Client will immediately return to Bank or destroy the originals and all copies (in all formats and media) of software programs Bank licensed to Client, all User Guides, and all security and access devices with respect to those terminated Services.
  - Any licenses granted by Bank to Client with respect to those terminated Services under the applicable Service Documentation will automatically terminate.
- (d) Even if this Master Agreement or any or all Services are terminated, this Master Agreement shall continue in full force and effect as to all transactions that Bank began processing before such termination and the provisions of Sections 5, 8, 9, 10, 13, and 16 will survive any termination of this Master Agreement and the relevant Service.

## 8. Indemnity.

- (a) Client agrees to indemnify Bank, Bank's Affiliates, and each of their respective officers, directors, employees, agents, and service providers (collectively, "Bank Indemnified Parties") for, and defend and hold harmless each of the Bank Indemnified Parties from and against, any and all actions, losses, damages, claims, demands, liabilities, costs, or expenses, including court costs and reasonable attorneys' fees and expenses (collectively "Claims"), resulting directly or indirectly from Bank's performance under this Master Agreement or Bank's provision of any Service, except to the extent that such Claims are determined by a court of competent jurisdiction by a final and non-appealable order to have resulted from Bank's negligence, gross negligence, fraud or willful misconduct .

(b) Bank agrees to indemnify Client, Client's Affiliates, and each of their respective officers, directors, employees, agents, and service providers (collectively, "Client Indemnified Parties") for, and defend and hold harmless each of the Client Indemnified Parties from and against, any and all Claims resulting directly or indirectly from Bank's provision of any Service to the extent that such Claims are determined by a court of competent jurisdiction by a final and non-appealable order to have resulted from Bank's negligence, gross negligence, fraud or willful misconduct.

(c) The Bank Indemnified Party or the Client Indemnified Party, as the case may be, will provide the other indemnifying party prompt notice of each such Claim received by the Bank Indemnified Party or Client Indemnified Party; provided, however, that no failure to so notify the indemnifying party will relieve such party of its obligations under this Master Agreement, except to the extent that the indemnifying party can demonstrate actual prejudice attributable to such failure. The indemnifying party will have the right and authority to control and direct the investigation, defense, and settlement of such Claim, provided that (a) the Bank Indemnified Party or the Client Indemnified Party, as the case may be, will be entitled to participate in the defense of such Claim and to employ counsel at its own expense, and (b) if a settlement imposes an obligation or restriction on the Bank Indemnified Party or Client Indemnified Party, or requires the Bank Indemnified Party or Client Indemnified Party to make an admission, the indemnifying party will obtain the prior written approval of the Bank Indemnified Party or Client Indemnified Party, as the case may be, before entering into any settlement of such Claim. The indemnifying party will have no liability for settlements or agreements entered into without its prior written consent. The Bank Indemnified Party or Client Indemnified Party will provide such cooperation and assistance as may be reasonably requested by the indemnifying party in connection with the investigation, defense, or settlement of the Claim at the indemnifying party's expense.

#### **9. Limitation of Liability.**

IN NO EVENT UNDER ANY THEORY SHALL BANK, OR ANY OTHER INDEMNIFIED PARTY HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PERSON OR COMPANY FOR ANY CLAIM OR DAMAGE OF ANY KIND (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, BANK'S PERFORMANCE UNDER THIS MASTER AGREEMENT OR BANK'S PROVISION OF ANY SERVICE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS OR DAMAGES ARE DETERMINED A COURT OF COMPETENT JURISDICTION BY A FINAL AND NON-APPEALABLE ORDER TO HAVE RESULTED FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT IN NO EVENT SHALL BANK OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS, HAVE ANY LIABILITY TO CLIENT OR ANY PERSON OR COMPANY FOR INDIRECT LOSSES, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, PROFITS, OR REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF BANK OR ANY SUCH OTHER PARTY IS AWARE OF THE

POSSIBILITY OF, OR COULD REASONABLY FORESEE, SUCH DAMAGES.

TO THE EXTENT THAT PROVISIONS OF APPLICABLE LAW PROHIBIT AN AGREEMENT TO DISCLAIM A BANK'S RESPONSIBILITY FOR ITS FAILURE TO EXERCISE ORDINARY CARE, BANK'S RESPONSIBILITY TO CLIENT UNDER THIS MASTER AGREEMENT AND THE SERVICE DOCUMENTATION IS LIMITED TO THE EXERCISE OF ORDINARY CARE IN PROVIDING THE SERVICES TO CLIENT. ORDINARY CARE IS TO BE EVALUATED BASED ON REASONABLE COMMERCIAL BANKING STANDARDS PREVAILING IN BANK'S INDUSTRY AND LOCATION FOR SIMILARLY SITUATED COMMERCIAL BANKS.

Bank's cumulative liability for all loss or damage arising from or relating to this Master Agreement and any Service, regardless of the form of action, is limited to direct losses attributable to Bank's gross negligence or willful misconduct and limited to an amount not to exceed twelve (12) times the fees paid by Client during the month immediately preceding the month in which the loss or damage was incurred.

Bank is not liable for any failure or delay in carrying out any of its obligations under this Master Agreement or any Service Documentation if such failure or delay results from Bank acting in accordance with requirements of Applicable Laws or from acts of God, strike or stoppage of labor, power or equipment failure, disruptions in telecommunications systems or the financial markets, adverse weather conditions, or any other cause beyond its control. Bank has no responsibility and will incur no liability for any act or failure to act by any other financial institution, intermediary, or any other third party including any failure, delay or error by any Federal Reserve Bank or other intermediary bank in timely presenting data or checks to Bank.

#### **10. Fees and Charges.**

Client agrees to pay fees and other charges for each Service as Bank establishes from time to time or maintain compensating balances as Bank may permit. Bank may amend its fees and charges from time to time in accordance with Section 12 below. Client authorizes Bank to access any one or more Accounts to debit fees and other charges, even if doing so creates an overdraft.

Bank may provide Client with monthly compensation statements indicating the fees owing by Client and debited from one or more Accounts for the Services and the interest paid or charged to Client. Client will verify the statements and notify Bank in writing of any errors, irregularities or omissions within (a) 30 days of the mailing of the compensation statement to Client, or (b) if not mailed, within 30 days of the delivery or availability of the compensation statement to Client. At the end of the 30-day period it will be conclusively settled between Client and Bank that the compensation statement is accurate, all fees and amounts charged as set out in the compensation statement are properly chargeable, and Client will not be entitled to be credited with any sum not credited in the compensation statement.

Notwithstanding the foregoing, Bank has the right at any time to make adjustments for any amounts improperly credited and any alleged errors, irregularities, or omissions or to charge back items for which payment has not been received.

Bank may assess finance charges on any amount due to Bank under this Master Agreement that is not paid by Client within thirty (30) days of receipt of Client's statement or an invoice showing the amount due.

#### 11. Notices.

Except as may be otherwise specified in the Service Documentation for a particular Service, all notices and other communications by Client or Bank relating to this Master Agreement and/or any Service Documentation generally shall be in writing and:

- if to Client, addressed to Client's primary address as shown on Bank's records or, if permitted by law, delivered electronically;
- if to Bank, addressed to Documentation Analysis and Control at: BMO Bank N.A., Documentation Analysis and Control, 320 South Canal Street, 14W, Chicago, Illinois 60606, or at such other address as Bank may specify in writing.

Any notice or communication to Bank will be effective when it is actually received, and Bank has had a reasonable time to act on it. Bank is entitled to rely on any written notice or other communication that Bank believes in good faith to be genuine and to have been signed, sent, or authorized by Client's authorized representative. Bank is permitted, at its sole discretion, to act on email notices from Client sent to [tpsus.service@bmo.com](mailto:tpsus.service@bmo.com) or otherwise, although Bank shall be under no obligation to do so. Bank reserves the right to give notices and communications to Client in such form or medium as Bank considers reasonable and by such means as are permitted by Applicable Law.

#### 12. Amendments.

Bank may amend this Master Agreement by written notice sent to Client in accordance with Section 11, above. Except as specifically provided in the Service Documentation for any Service, any amendment to this Master Agreement (including changes in fees and charges) will be effective thirty (30) days after notice of the amendment is sent to Client. This paragraph does not apply to the changes and updates described in Section 2 of this Master Agreement under "Service Changes". Notwithstanding the foregoing, Bank may amend the fees and charges applicable to a particular Service only with Client's consent and such amendments will be effective thirty (30) days after Client has provided such consent.

#### 13. Representations and Warranties; Agreement to Provide Information.

- (a) *Representations and Warranties of Client.* In addition to any other representations and warranties herein or in the Service Documentation, Client represents and warrants to Bank, and agrees with Bank, that:
- (i) its execution, delivery, and performance of this Master Agreement has been duly and properly authorized by all necessary corporate or other organizational action and governmental action and does not violate any provision of law, its certificate or articles of incorporation, by-laws or other

organizational agreement, or any material agreement binding upon it;

- (ii) the person or persons signing this Master Agreement on its behalf are authorized to do so;
  - (iii) this Master Agreement is its valid, legal and binding obligation enforceable against it in accordance with its terms; and
  - (iv) the establishment and maintenance of the Accounts with Bank and Client's use of the Services are for legitimate business purposes only and comply fully with Applicable Law.
- (b) *Representations and Warranties of Bank.* Bank represents and warrants to Client, and agrees with Client that:
- (i) its execution, delivery, and performance of this Master Agreement has been duly and properly authorized by all necessary corporate or other organizational action and governmental action and does not violate any provision of law, its charter or by-laws or other organizational agreement, or any material agreement binding on it;
  - (ii) the person or persons signing this Master Agreement on its behalf are authorized to do so; and
  - (iii) this Master Agreement is its valid, legal, and binding obligation enforceable against it in accordance with its terms.

EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS MASTER AGREEMENT OR IN ANY SERVICE DOCUMENTATION, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR BANK'S PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

- (c) *Agreement to Provide Information.* Client agrees that Client shall promptly furnish to Bank such information respecting Client's business and financial condition, in such form and manner, as Bank may reasonably request from time to time. Client represents and warrants to Bank that all such information is true, complete, and correct in all material respects.

#### 14. Affiliates.

If Client has one or more Affiliates, Bank may upon request provide one or more Services to that Affiliate under this Master Agreement. If Bank agrees to allow an Affiliate to access a Service under this Master Agreement, the Affiliate and Client must execute and deliver to Bank an addendum to this Master Agreement or other appropriate documentation required by Bank. Any such Affiliate using Services becomes a party to this Master Agreement, the relevant Service Selection Form and Service Documentation on a joint-and-several basis as "Client".

**15. Other Provisions.**

- (a) This Master Agreement and the Service Documentation constituting a part of this Master Agreement together with the Account Agreement constitute the entire agreement between Client and Bank with respect to the Services and supersedes and replaces any previously made proposals, representations, warranties or agreements, express or implied, either oral or in writing.
- (b) Client may not assign this Master Agreement or any of Client's rights hereunder without Bank's prior written consent. Bank may not assign this Master Agreement without Client's prior written consent, except that Bank may assign this Master Agreement, in whole or in part, without such consent to any of Bank's Affiliates or in connection with the merger, consolidation, reorganization or acquisition of substantially all the assets of Bank. Any purported assignment of this Master Agreement by Client without Bank's written consent is void.
- (c) No party's failure or delay in exercising any right or remedy under this Master Agreement will operate as a waiver of such right or remedy; and no single or partial exercise by a party of any right or remedy under this Master Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right.
- (d) If a provision of this Master Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Master Agreement will not be affected or impaired by such holding.
- (e) This Master Agreement is binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Except as explicitly provided herein, this Master Agreement is not for the benefit of any other person and no other person shall have any right against Client or Bank hereunder.
- (f) Where appropriate, terms defined in this Master Agreement in the singular shall be deemed to include the plural and those defined in the plural shall be deemed to include the singular.
- (g) This Master Agreement may be executed in multiple counterparts with the same effect as if Client and Bank had executed the same document, and all counterparts must be construed together as one instrument. Delivery of an executed counterpart by facsimile or other electronic means is effective as delivery of a manually signed counterpart.
- (h) This Master Agreement is governed by and must be construed in accordance with the laws of the State of California, including the Uniform Commercial Code as in effect in the State of California from time to time (the "UCC"). The parties acknowledge that certain provisions of the UCC contain provisions which by the express terms of the UCC may not be varied by agreement of the parties (a "Non-variable Obligation"). To the extent that any provision of this Master Agreement purports to vary such Non-variable Obligation, the parties acknowledge that their respective rights and obligations under this Master Agreement are subject to the Non-variable Obligation.

**16. Consent to Jurisdiction; Waiver of Jury Trial.**

(a) You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the State of California sitting in Fresno County and of the United States District Court for the Eastern District of California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Master Agreement or any of the transactions contemplated hereby, and you irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the fullest extent permitted by applicable law, in such Federal court. You agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Master Agreement shall affect any right that we may otherwise have to bring any action or proceeding relating to this Master Agreement or any of the transactions contemplated hereby in the courts of any other jurisdiction.

(b) You irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that you may now or hereafter have to the laying of venue for any action or proceeding arising out of or relating to this Master Agreement or any of the transactions contemplated hereby in any court referred to in paragraph (a) of this Section. You irrevocably waive, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MASTER AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of page intentionally blank]

By signing below, Client and Bank agree to the terms and conditions set forth in this Treasury Services Master Agreement, effective as of the date set forth in the space provided under Bank's signature below.

COUNTY OF FRESNO

\* Provide second signature if required by Account Resolutions or other authorizing documents accepted by Bank.

X *Oscar J. Garcia*

X \_\_\_\_\_

By: Oscar J. Garcia, CPA

By: \_\_\_\_\_

Title: Auditor-Controller/Treasurer-Tax Collector

Title: \_\_\_\_\_

Tax Identification Number: 94-6000512

E-SIGNED by Jackelyn Johnson  
BMO BANK N.A. ON 2025-07-17 19:44:44 GMT  
X \_\_\_\_\_

Title: Authorized Individual-Jackelyn J. Johnson

Legal Documentation Negotiator-Paralegal

Dated July 17th, 2025.

## SERVICE SELECTION FORM

This Service Selection Form ("*Service Selection Form*") is a part of the Treasury Services Master Agreement (as amended from time to time "*Master Agreement*") between COUNTY OF FRESNO ("*Client*") and BMO Bank N.A. ("*Bank*"). Capitalized terms used but not defined in this Service Selection Form have the meanings given in the Master Agreement.

### Service Selections.

Client hereby elects to receive and requests from Bank the Services identified below in this Service Selection Form. Bank will provide to Client the Service(s) selected by Client upon Bank's acceptance and approval of this Service Selection Form and the completion of any required setup process.

### Representations and Warranties.

In addition to the terms and conditions included in the Master Agreement:

- (a) Client represents and warrants to Bank that Client has received and read the Service Documentation for the Services Client selects and Client agrees to be bound by all terms, conditions and procedures included in the Master Agreement, this Service Selection Form, and all applicable Service Documentation.
- (b) The person executing this Service Selection Form on Client's behalf certifies to Bank that he or she is an Authorized Individual, and/or is otherwise authorized to act on Client's behalf, as provided in Client's authorizing documents, with full power and authority to execute this Service Selection Form on Client's behalf.

### Designated Personnel.

Client acknowledges and agrees that when Client specifies to Bank a person as a Corporate Administrator, Designated Contact, or otherwise, that person has the requisite authority to perform the duties of the position as described in the Master Agreement and/or the relevant Service Documentation on Client's behalf.

### Changes.

If Client wishes to change any of the features or service options for a Service already selected, including changing designated personnel for a particular Service, Client may do so by having an Authorized Individual complete and execute a setup form provided by Bank, or some other form acceptable to Bank. If Client chooses to communicate a change to Bank by any other means, Bank is entitled (but not obligated) to rely on the change communicated to Bank if Bank in good faith believe it was communicated to Bank by someone authorized to do so on Client's behalf.

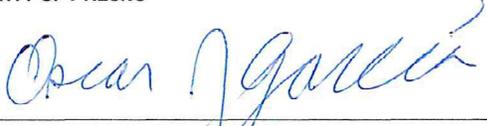
### Additional Services.

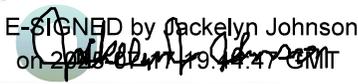
If Client wishes to add a Service, Client must complete a new Service Selection Form for the additional Service and any other setup documentation Bank may require.

**SERVICES SELECTED:**

<input type="checkbox"/> Account Validation Service	<input type="checkbox"/> Foreign Exchange Service
<input checked="" type="checkbox"/> ACH Fraud Control Service	<input type="checkbox"/> Liquidity Portal Service
<input checked="" type="checkbox"/> ACH Origination Service	<input type="checkbox"/> Loan Pay and Drawdown Service
<input type="checkbox"/> ACH Third Party Servicer/Sender	<input type="checkbox"/> Lockbox Distributed Capture Service
<input type="checkbox"/> Autoconnect Service	<input type="checkbox"/> Multicurrency Deposit Account Service
<input type="checkbox"/> BMO Sync	<input type="checkbox"/> National Retail Lockbox Service
<input checked="" type="checkbox"/> Check Debit Block Service	<input checked="" type="checkbox"/> National Wholesale Lockbox Service
<input checked="" type="checkbox"/> Check Imaging Service	<input checked="" type="checkbox"/> Online Banking for Business Service
<input checked="" type="checkbox"/> Cash Vault Service	<input type="checkbox"/> Online Billpay Consolidator Service
<input checked="" type="checkbox"/> Comprehensive Payables/EDI Origination Service	<input type="checkbox"/> Online Billpay Service
<input checked="" type="checkbox"/> Comprehensive Payables Service (One or More Pay Types)	<input type="checkbox"/> Payments with Zelle Service
<input checked="" type="checkbox"/> Comprehensive Receivables/EDI Collections Service	<input checked="" type="checkbox"/> Positive Pay Service
<input type="checkbox"/> Controlled Disbursement Service	<input type="checkbox"/> Real Time Payment Services
<input type="checkbox"/> Convenience Pay Service	<input type="checkbox"/> Regional Lockbox Service (Basic Wholesale, Wholesale, Hybrid and Retail Lockbox)
<input checked="" type="checkbox"/> Corporate Image Cash Letter Service	<input type="checkbox"/> Remote Deposit Service
<input type="checkbox"/> Commercial Sweep to Loan Service	<input type="checkbox"/> Reverse Positive Pay Service
<input type="checkbox"/> Commercial Sweep to Loan and Mutual Fund Service	<input checked="" type="checkbox"/> Safekeeping Service
<input checked="" type="checkbox"/> Commercial Sweep to Mutual Fund Service	<input type="checkbox"/> Sweep to Corporate Money Market
<input type="checkbox"/> Correspondent Image Cash Letter Service	<input checked="" type="checkbox"/> Tax Payment Service
<input type="checkbox"/> DirectBiller / DirectPay Manager Service	<input type="checkbox"/> V-PAYO Service
<input checked="" type="checkbox"/> File Transfer Facility Service	<input checked="" type="checkbox"/> Wire Transfer Service

By signing below, Client selects the Services indicated above and certifies that Client has received, read and agree to the terms and conditions of the Service Documentation for the selected Services:

<p>COUNTY OF FRESNO</p> <p>X </p>	<p>* Provide second signature if required by Account Resolutions or other authorizing documents accepted by Bank.</p> <p>X</p>
<p>Name: <u>Oscar J. Garcia, CPA</u></p> <p>Title: <u>Auditor-Controller/Treasurer-Tax Collector</u></p>	<p>Name: _____</p> <p>Title: _____</p>

<p><b>BMO BANK N.A.</b></p> <p>X </p> <p>on 2025-07-19 14:47 GMT</p> <p>Its: Authorized Individual-Jackelyn J. Johnson <u>Legal Documentation Negotiator-Paralegal</u></p> <p>Accepted on <u>July 17th</u>, 2025.</p>
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# OneSpan Sign Electronic Evidence Summary

## Signing Ceremony ID:

ID: 4nhORhvBRGImLmsu93\_s8EFZAPk=  
Name: County of Fresno  
Created: 2025-Jul-17 19:42:43 (GMTZ) GMT  
Completed: 2025-Jul-17 19:44:53 (GMTZ) GMT  
Summary document generated: 2025-Jul-18 14:23:11 (GMTZ) GMT  
Status: Completed

## Sender:

Name: Jackelyn Johnson  
jackelyn.johnson@bmo.com

## Documents:

Electronic Disclosures and Signatures Consent 1 page  
COUNTY OF FRESNO TSMA (11-24 VER 4.0) (Final Format) (Fully Executed) 10 pages  
OneSpan Sign Electronic Evidence Summary 2 pages

## Recipients:

Name: **Jackelyn Johnson**  
Email: jackelyn.johnson@bmo.com  
Role: Owner  
ID: AoaAAzxKvSEA  
COUNTY OF FRESNO TSMA (11-24 VER 4.0) (Final Format) (Fully Executed) 2 captures (2 required, 0 optional)

## Audit Trail:

Date and Time	Recipient	Action	Document	IP	Other
2025-Jul-17 19:44:18 (GMTZ) GMT	Jackelyn Johnson	View	COUNTY OF FRESNO TSMA (11-24 VER 4.0) (Final Format) (Fully Executed)	24.206.79.84	
2025-Jul-17 19:44:44 (GMTZ) GMT	Jackelyn Johnson	Capture Signature	COUNTY OF FRESNO TSMA (11-24 VER 4.0) (Final Format) (Fully Executed)	24.206.79.84	Approval: ncO2JW0Z9kAZ

2025-Jul-17 19:44:47 (GMTZ) GMT	Jackelyn Johnson	Capture Signature	COUNTY OF FRESNO TSMA ( 11-24 VER 4.0) ( Final Format) ( Fully Executed)	24.206.79.84	Approval: EOIEFcf8OpkS
2025-Jul-17 19:44:53 (GMTZ) GMT	Jackelyn Johnson	Confirm	COUNTY OF FRESNO TSMA ( 11-24 VER 4.0) ( Final Format) ( Fully Executed)	24.206.79.84	
2025-Jul-17 19:44:56 (GMTZ) GMT	Jackelyn Johnson	Download Zip	N/A	24.206.79.84	
2025-Jul-18 14:19:53 (GMTZ) GMT	Jackelyn Johnson	Download Zip	N/A	24.206.89.76	
2025-Jul-18 14:20:43 (GMTZ) GMT	Jackelyn Johnson	Download Zip	N/A	24.206.89.76	
2025-Jul-18 14:22:34 (GMTZ) GMT	Jackelyn Johnson	Download Zip	N/A	24.206.89.76	

## Terms and Conditions

This Commercial Account Agreement (the "Agreement") applies to each commercial deposit account established by you with BMO Bank N.A. or BMO Harris Central N.A. previously, at this time, or in the future, except for deposit accounts governed by the Deposit Account Agreement for Personal and Business Accounts. In this Agreement, the terms "you" and "your" refer to the owner(s) of an applicable commercial deposit account (the "Account") and to authorized representatives as appropriate. The terms "us," "we," and "our" refer to BMO Bank N.A. or BMO Harris Central N.A., as applicable. This Agreement replaces any prior agreement between you and us regarding the Account. By signing a signature card, signing corporate account resolutions, or using the Account after the receipt of this Agreement, you accept and agree to all terms and conditions in this Agreement as may be modified by us from time to time. This Agreement incorporates the Funds Availability Policy attached hereto. The Account may be used for business purposes only and not for personal, family, or household purposes of any kind.

### 1. Authorization Forms

We require separate account authorization forms which designate the person or persons authorized to access the Account and conduct banking business with us and the limitations, if any, on their authority. We will honor such authorization according to its terms until we receive properly authorized written notice that the existing authorization is changed or terminated and we have a reasonable opportunity to act on such notice. We will not be responsible for any losses if you fail to timely and properly notify us of changes in authorization or authorized individuals. You must also promptly notify us in writing of any change in the name of your company or your address.

If you allow Items to be written and presented before we receive properly completed authorization forms, we may either refuse to pay the Items (even though there are funds in the Account) or elect to pay the Items, in which event you bear sole responsibility for such Items. Regardless of our election, we will not be liable to you with respect to such Items or our handling of the Items.

### 2. TIN

You must provide us with your Taxpayer Identification Number ("*TIN*"), certify its authenticity, and provide us with other requested identification information before the Account is opened. If we have not received your certified TIN and the other requested information, we may refuse to accept your initial deposit, pay interest on your balances, or permit withdrawals or transfers, and may close the Account. Any interest paid prior to receipt of your certified TIN is subject to back-up withholding under IRS regulations.

### 3. USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity which opens an Account.

When you open an Account with us, you must provide us with your name, principal and local (if different) address, date of establishment, employer identification number, and other information. You must also provide us with your organizational documents when requested. We may also seek identification information about individuals who will have authority over the Account, initially and in the future. You agree that we may seek information about you from third parties to confirm

## Terms and Conditions (Cont'd)

your identity and for other Account related purposes. You represent and warrant to us that the information provided to us by you or on your behalf is true and correct. You understand that we will maintain a record of this information.

### 4. Separate Agreements

The provisions of this Agreement are in addition to, and not in place of, any separate service or other agreement between us and you covering your use of banking services for the Account. If there is a conflict between the provisions of this Agreement and a separate service or other agreement, the separate service or master agreement controls for that service.

### 5. Fees and Charges; Finance Charges

You agree to pay fees and other charges in connection with the Account as established by us from time to time. You also agree to pay us our costs and hourly fees for complying with subpoenas or other legal orders and your requests. You authorize us to debit or otherwise deduct the fees and other charges, and costs from the Account, even if it creates an overdraft. We may assess finance charges on any amount due us under this Agreement that is not paid by you within thirty (30) days of receipt of your statement or an invoice showing the amount due.

### 6. Deposits

Deposits made before the applicable cut-off time on a Business Day are considered made on the day of your deposit. Deposits made after the applicable cut-off time or on a day which is not a Business Day, are considered made on the next Business Day. All transactions including deposits (even those for which we have provided a receipt) are subject to final verification by us. The amount we credit you for a deposit, regardless of our Funds Availability Policy, is provisional and subject to verification and reversal or adjustment at any time without notice to you if we determine it to be incorrect for any reason. You agree that we may make adjustments to the Account to reflect the correction of errors at any time.

We reserve the right to (i) refuse to accept deposits or specific Items for deposit; (ii) establish or modify a minimum or maximum balance that may be maintained in the Account; and (iii) limit the number of deposits and Items deposited. We will not be liable to you even if such action causes Items to be dishonored and returned.

We will rely on the account number in a deposit record even if it identifies a party different from the entity named in the record. We are not obligated to identify any inconsistency in identification.

We may from time to time make available night deposit boxes at one or more of our branch locations. Deposits made at a night deposit box will be retrieved and verified by us once at the beginning of each Business Day. Therefore, if you use a night deposit box during the day, the deposit will not be considered received by us until the next Business Day when we retrieve it and process it. You agree that risk of loss of any deposit to a night deposit box does not pass to us until after we have retrieved it and processed it. Our records as to the amount of any deposit to a night deposit box shall be final and binding, and shall be conclusive evidence of the amount of the deposit. The risk of any loss or shortage is expressly assumed by you.

### 7. Returned or Fraudulent Items

We have the right to charge the Account for the amount of any deposited Item that is returned to us for any reason unpaid, or paid and later returned, or is the subject of a breach of warranty claim, or we have reason to suspect is fraudulent, counterfeit, or invalid for any reason (and reverse or recover any associated interest or earnings credit), even if you have withdrawn any of the funds or an overdraft in the Account is created or increased. This right to charge the Account is not affected by expiration of any applicable midnight deadline. We may also impose a service charge. We may, in our discretion present an unpaid Item for payment again without notice to you. You agree to immediately repay any overdraft

## Terms and Conditions (Cont'd)

caused by any such charge to the Account.

### 8. Acts and Omissions of Other Banks

If you cash or deposit an Item with us, we act as your collecting agent to collect the Item. We will use reasonable care in selecting collection banks, but we are not responsible for errors they make including loss of Items in transit. You have the risk of loss for Items lost, mishandled or destroyed in the collection process. We may charge back or debit the Account (or any other account of yours with us) for, or otherwise obtain a refund of, the amount of any credit we gave you for the deposited Item, if the Item is lost, or destroyed or returned unpaid. You agree to assist us in collecting lost, destroyed or returned Items. You also understand that we are not responsible for the insolvency or neglect, or any action or failure to act, of any other bank or intermediary in the collection process.

### 9. Foreign Currencies

Except as provided in any multi-currency agreement or arrangement between us, we may accept deposits in the Account of Items payable in foreign currencies which are convertible to U.S. dollars. We will credit the Account when we receive proceeds in U.S. dollars, and you will bear exchange rate exposure until that time. We will convert foreign currencies to U.S. dollars in accordance with our customary practices. You agree that an Item drawn on a financial institution in a foreign country may be accepted on a collection basis even after we have taken physical possession of such Item, in which case the Funds Availability Policy does not apply to such Items. The actual credit for Items payable in foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars and will be net of any fees payable in connection with the currency conversion.

### 10. Warranties; Remotely Created Checks

For each Item you deposit with us, or which we cash for you or otherwise give consideration, you make the following warranties to us in addition to any other warranties under applicable law: all necessary signatures and endorsements have been placed on the Item and are authorized and genuine, the Item has not been materially altered, you have good title to the Item, and no defense of any party to the Item is good against you. If any such warranty is breached, we may deduct the amount of the Item from the Account or otherwise collect from you this amount plus our related fees and expenses.

You agree not to deposit a remotely created check (i.e. a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn) into the Account. We reserve the right to reject remotely created checks from any deposit and reduce the amount of the deposit accordingly or post debit adjustments for the value of any remotely created checks. If you nevertheless deposit a remotely created check and we accept such remotely created check for deposit, you warrant and guarantee that the person on whose account the remotely created check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check. If any such warranty is breached, we may deduct the amount of the Item from the Account or otherwise collect from you this amount plus our related fees and expenses. You agree to maintain, at our request, a balance in a non-interest bearing account with us in the amount we determine based on a percentage of the amount of remotely created checks you deposit and the return history of such deposits. You further agree to maintain such balance in such account for a period of at least ninety (90) days after the date of the last remotely created check deposited prior to closure of the Account to pay us for any amounts due hereunder.

## Terms and Conditions (Cont'd)

### 11. Funds Availability Policy

Funds from your deposits will be available for withdrawal as provided in our Funds Availability Policy which is a part of, and included with, this Agreement. The Funds Availability Policy may change from time to time without prior notice to you.

### 12. Check Endorsement Requirements

Our Funds Availability Policy also describes our check endorsement requirements. You agree to abide by our endorsement requirements and agree that we have no responsibility for your failure to comply with our endorsement requirements. You agree to indemnify us for and defend and hold us harmless from and against any and all actions, losses, damages, claims, demands, liabilities, costs, or expenses, including court costs and reasonable attorneys' fees and expenses (collectively, "Claims"), we may suffer as a direct or indirect result of your failure to comply with our endorsement requirements. You understand that we may refuse to accept Items not properly endorsed by you. We may, however, supply a missing endorsement on an Item we accept for deposit or cash.

### 13. Funds Transfers

The following terms and conditions are in addition to and do not replace any other agreements that we have with you governing electronic transfers.

- (a) *System Rules.* Except to the extent conflicting with this Agreement (in which event this Agreement will control to the extent legally permitted), funds transfers (payment orders and ACH entries) to or from the Account are subject to the rules then in effect for the funds transfer system through which the transfers are made, including, for ACH transactions, the rules of NACHA – The Electronic Payments Association®, and for transfers through the funds transfer system of the Federal Reserve Banks, the applicable laws and regulations of the Board of Governors of the Federal Reserve System and related operating circulars.
- (b) *Credits.* Unless we have otherwise agreed in writing, the periodic statements we provide will notify you of funds transfer payments and credits received by us for credit to the Account. All credits to the Account for funds transfers that we receive are provisional until we receive final settlement for the funds except where otherwise required by applicable law or rule. If we do not receive final settlement, you agree that we are entitled to a refund (through reversal debit or otherwise) of the amount credited to the Account for that transfer, together with any associated interest or credit. We have the right to charge the Account for the amount of any funds transfer credit that we have reason to suspect is fraudulent, erroneous, or invalid for any other reason (and reverse or recover any associated interest or earnings credit), even if you have withdrawn any of the funds or an overdraft in the Account is created or increased. You agree to immediately repay any overdraft caused by any such charge to the Account.
- (c) *Transfers.* You are responsible for the contents of each funds transfer instruction and entry sent to us by you or on your behalf. In the absence of specific written instruction, we will choose the funds transfer system and intermediary banks, as necessary to complete your funds transfer. You acknowledge and agree that we and any bank or intermediary are entitled to rely on the account number and bank identification number which appear on any payment order issued by you or on your behalf, without any obligation to look at the name of the receiving customer or bank which may also appear on the payment order.
- (d) *ACH.* You authorize us to debit or credit the Account for ACH entries to or from the Account. ACH entries must be transmitted to us in accordance with the applicable rules and our policies and procedures. You are responsible for all entries authorized by you and entries transmitted to, and accepted by, us in accordance with the ACH procedures, including the security procedures.

## Terms and Conditions (Cont'd)

### 14. Dates and Instructions

You agree not to issue or present incomplete, post-dated or conditional Items. You agree that we may, without inquiry or liability, accept or pay an Item drawn on the Account even though (a) it is received prior to the date of the Item or contrary to special instructions identified on the Item (whether or not we are aware of such date or special instructions), or (b) the Item is undated or the date on the Item is more than six months old. If you do not want us to honor an Item, you must give us a stop payment order.

### 15. Payment of Items

**The order in which you make withdrawals from the Account will not necessarily be the same as the order in which we post these transactions to the Account, and this posting order may affect whether you incur service fees and costs associated with overdrafts, as set forth in Section 17 below. You have no right to tell us the order to use when posting Items or other transactions to the Account.**

The Account may be debited on the day an Item is presented by any means, including, for example, electronically, or at an earlier time based on notification we receive that an Item drawn on the Account has been presented for payment or collection.

At the end of each Business Day, we will process and post transactions to the Account in the following order, by category and within each category:

- (a) Credits - Any deposits and other credits we receive, prior to the identified cutoff times, will be posted to the Account Credits for interest will be handled in accordance with category (e) below.
- (b) Certain Other Debits - Outgoing wires, most internal transfers to other Accounts with us, transfers to other accounts initiated through our Online Banking for Business service, cash withdrawals, and checks which were cashed by us, will be processed based on the amount of the transaction, from lowest to highest.
- (c) ACH transactions - All ACH transactions will be processed based on the amount of the transaction from lowest to highest. If you use a check which is electronically converted by the payee, it will be processed as an ACH transaction.
- (d) Checks - All check transactions will be processed based on the number of the check, from lowest to highest, regardless of the date on which the check was originally written or the amount of the check. This includes checks created through a bill payment service, which may have a number that is not in sequence with other checks you write from your checkbook. If a check number is not available, all numbered checks will be processed first, any remaining checks will be processed based on the amount of the check, from lowest to highest.
- (e) Bank generated transactions - such as fees that are owed to us and interest credits will generally be processed as they occur.

The description of the Items above is intended to be representative of the most common types of transactions within each category. Other Items may be debited from the Account even though not specifically listed above.

We may, as a condition of withdrawal, require you to provide identification or information acceptable to us.

## Terms and Conditions (Cont'd)

### 16. Checks Presented Over the Counter

If a check you have written is presented to us "*over-the-counter*" by someone who is not our customer, we may require proper identification and may charge a fee. We may dishonor the check if the person refuses to pay the required fee or provide proper identification.

### 17. Overdrafts/Insufficient Funds

You agree to limit all withdrawals and transfers from the Account to the amount of the Available Balance in the Account at the time the withdrawal or transfer is made or initiated. We may, at our option and without notice to you, pay or refuse to pay Items, and may accept or reject payment orders if there is or would be an insufficient Available Balance in the Account without regard to whether we may have previously honored Items or accepted payment orders in similar circumstances. If we honor an Item or accept the payment order and create an overdraft, you agree to be liable for, and immediately repay any Account deficit resulting from, charges or overdrafts to the Account, however arising, together with our service fee and the costs we incur to collect the deficit, including, to the extent not prohibited by law, our reasonable attorneys' fees. We may also place a hold for the amount of the overdraft on the Account. We may, without notice to you, refuse to pay Items, honor payment orders or permit withdrawals against uncollected funds.

### 18. Check and Form Specifications

All checks, withdrawal forms, deposit slips, and other forms used in connection with the Account must be on forms obtained from us or approved by us. You agree that we may refuse to accept for deposit or process any forms presented in a form that cannot be processed on equipment used in our normal business operations.

### 19. Signature Requirements; Forgeries and Alterations

You understand that we process Items using high speed automated equipment based on information encoded on such Items, and we are not required to examine each Item drawn against the Account for dates, signatures, legends, or indorsements. You agree that we will have no liability to you for failing to detect a forged or missing signature on, or an alteration of, an Item provided that we exercise ordinary care in the processing of such Item, and you agree that our use of electronic processing and automated payment of Items without manual verification of signature, or other examination, is a procedure that does not vary unreasonably from general banking usage and constitutes ordinary care by us in processing Items. We may collect your signature in connection with the opening or maintenance of the Account, but this does not create any responsibility on our part to verify signatures on Items and other charges to the Account.

We will have no responsibility for reviewing the number or combination of signatures on an Item drawn against the Account. Even if you have indicated that more than one signature is required in connection with an Item drawn on the Account, whether on the Item itself or otherwise, or there are two or more lines on an Item for signature, these are solely for your internal control purposes and are not binding on us, and you authorize us to honor or pay an Item or transaction through the Account contrary to the signature requirements you have specified.

### 20. Facsimile or Mechanical Signatures/Automatic Check Writing Device

You agree that if you use a facsimile or other mechanical signature (including a stamp) to sign or indorse Items, or if you use a computer or other device to create and/or sign or indorse Items you have the sole responsibility for securing such device and the entire risk of unauthorized use, and we may conclusively rely on that signature as your authorized signature without regard to when, by whom, or by what means such signature may have been made or affixed to an Item. If you use a facsimile or other mechanical signature (including a stamp) to sign or indorse Items, or if you use a computer or other device to create and/or sign or indorse Items, we may also conclusively treat as authorized any signature that

## Terms and Conditions (Cont'd)

reasonably resembles your facsimile or mechanical signature whether such indorsement was affixed by you or by someone having no authority to supply your indorsement.

### 21. Protection Against Unauthorized Items, etc.

You acknowledge that the Account is susceptible to losses from unauthorized, altered, or counterfeit Items and other types of fraud. We offer a variety of products and services, such as “*positive pay*” and account blocks and filters, designed to detect and deter fraud. If you decline to use or fail to implement any of these products and services, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you understand that there is a substantially greater risk of loss from fraud, and you agree that (a) you will be treated as having assumed the risk of those losses, (b) you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent Item that such product, service, or precaution was designed to detect or deter, and (c) we will not be required to re-credit the Account or otherwise have any liability for paying such Items.

### 22. Internal Controls

You acknowledge that you share responsibility for preventing the fraudulent or unauthorized use of the Account. You agree to institute and maintain reasonable and effective procedures to ensure the security of your checks and check stock, access to the Account, and your internal procedures.

### 23. Lost Checks or Devices

You agree to notify us promptly, both orally and in writing, at the telephone number and address listed on your statement, of any suspected loss, theft, or unauthorized use of your checks or any card, code, or device permitting access to, or evidencing the Account. Until we have a reasonable opportunity to act on such notice, we may maintain debits and honor transactions effected on the Account (except as otherwise provided by law) through the use of any such checks, card, code or device. We may close the Account, permit withdrawals by you, or issue new evidence of an Account on such conditions as we may require.

### 24. Stop Payment Orders

You may instruct us to stop payment on a check that has not been paid. We will not have a duty to stop payment until you have given us all of the information that we require, including the proper Account name, Account number, check number and date, the payee and the amount of the check, and we have had a reasonable opportunity to take action prior to us paying, accepting, cashing, certifying or otherwise acting with respect to, or becoming obligated on, the check. We reserve the right to require additional information. All of the required information must be correct for the stop order to be effective. A written order is effective for twelve months unless we agree in writing to a different period. A stop payment order may be renewed for additional periods as permitted by our procedures and policies then in effect (subject to an overall maximum of six years) by submitting a written request with the required information prior to expiration of the then-effective stop payment order. An oral order is effective for no more than 14 days, unless confirmed by you in writing within that period. We may pay a check after the stop payment order expires or if required by law. Stop payment orders received after regular banking hours (or a later time as specified by us for a particular service) or on a day which is not a Business Day are deemed received at the opening of business on the next Business Day. If you have preauthorized us to make payments out of an Account, stop payment orders must be received by us at least three Business Days before the payment is scheduled to be made. You may not issue stop payment orders for cashiers checks, certified checks, or other bank obligations. By placing a stop payment order, you agree to indemnify us for and defend and hold us harmless from and against any and all Claims incurred by us due to our refusal to pay the Item. You also agree to pay our fees for stop payment orders.

## Terms and Conditions (Cont'd)

### 25. Interest

Except with respect to CDs as described in Section 35 or as otherwise agreed to by us in writing, interest-bearing accounts will bear interest at annual rates that we may establish and change from time to time in our discretion and that are calculated and compounded by such methods as we may establish and change from time to time in our discretion. The interest rate may be dependent upon the balance in the Account. Unless governing law or regulations specify otherwise, we reserve the right to pay interest only on Available Balances, not to pay interest on an Account open for less than 90 days or an inactive Account, and not to pay interest accrued but not credited at the time an Account closes. We will not pay interest on an Account that does not meet eligibility requirements established by law.

### 26. Checking Subaccounts

For various accounting purposes, the Account (and, for eligible customers, your NOW account) may consist of two sub-accounts: a transaction sub account and a money market sub-account. The account will still be treated as a single account for most other purposes including determining any fees, charges, earnings credits, interest calculations and Available Balances and for information reporting and statement purposes. All deposits or credits to the account will be credited to your transaction sub-account, and all of your checks, transfers, withdrawals and other debits (collectively, "Debits") will be deducted from your transaction sub-account. Balances above a threshold level set by us are periodically transferred into your money market sub-account. As funds in your money market sub-account are needed to pay Debits and maintain the threshold balance, they are transferred back to your transaction sub-account. Transfers to your transaction sub-account will be made up to the maximum number of times per period permitted for MMDAs hereunder. The last permitted transfer will include the transfer of the entire balance of your money market sub-account into your transaction sub-account. We set the threshold balance and may change it at any time in our discretion. Generally, we will allow withdrawals from your money market sub-account at any time without prior notice from you. However, in accordance with Federal Regulation D, we reserve the right to require at least seven (7) calendar days' prior notice that a withdrawal is going to be made.

### 27. Statements and Notices; Responsibility

- (a) *General.* At your election, we will either provide to you electronically through our Online Banking for Business service (the "Website") or by mail at your current address in our files periodic statements ("Statements"), notices and other information regarding the Account ("Regulatory Disclosures"). In either case, we may assess charges for such service, as determined by us from time to time. You acknowledge that you are in the best position to discover the payment of an Item charged to the Account which is unauthorized (e.g., because of a forgery, alteration, or unauthorized or missing signature) or altered, as well as erroneous charges, debits, or other entries to the Account (collectively, "errors"). You agree to promptly examine each statement, record, notice, canceled check and other Items provided or made available to you (whether originals, images, copies or in other formats) and to promptly notify us of any error or problem. You must notify us of a forged or unauthorized signature, alteration, any other error or account problem, including an erroneous statement entry, unauthorized or missing indorsement, discrepancy or improper charge or entry, within a reasonable time under the circumstances (not to exceed 14 days) after we send or otherwise make available to you your statement, your checks (whether originals, images, copies or in other formats), or information identifying the transactions or indicating the error or problem. Such notifications are to be made by calling us or writing to us at the telephone number or address listed on your statement. If you fail to notify us promptly within the timeframes described above, we will not be obligated to re-credit or refund the amount of the error or account problem and you will be precluded from asserting the error or account problem against us. If you make a claim for an error or problem, you agree to cooperate with us as we may request (including providing an appropriate affidavit) in the investigation of the situation and any effort by us to recover funds on your or our behalf.

## Terms and Conditions (Cont'd)

- (b) *Consent to Electronic Statements.* If you elect to receive Statements and Regulatory Disclosures electronically through the Website pursuant to Section 27(a) above, you hereby consent to the receipt of such Statements and Regulatory Disclosures electronically in lieu of paper Statements; provided, however, we may provide paper Statements at any time.
- (c) *Unencrypted Email Communication.* You recognize that unencrypted messages, including email, are not secure. If you choose to communicate with us by email, you acknowledge that we may rely on the contents of the email as having been authorized by you, if we accept and act on it in good faith. You agree that we may reply to you in an email with the requested information. You assume the entire risk for unencrypted electronic communications.

### 28. Indemnity and Limitations

IN NO EVENT UNDER ANY THEORY SHALL WE OR ANY OF OUR AFFILIATES, OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS, HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR COMPANY FOR ANY CLAIM OR DAMAGE OF ANY KIND (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, OUR PROVIDING THE ACCOUNT OR ANY SERVICES RELATED TO THE ACCOUNT, EXCEPT TO THE EXTENT THAT SUCH CLAIMS OR DAMAGES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY A FINAL AND NON-APPEALABLE JUDGMENT TO HAVE RESULTED FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY TO YOU OR ANY PERSON OR COMPANY FOR INDIRECT LOSSES, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, PROFITS OR REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF, OR COULD REASONABLY FORESEE, SUCH DAMAGES.

To the extent that provisions of applicable law prohibit an agreement to disclaim a bank's responsibility for its failure to exercise ordinary care, our responsibility to you under this Agreement is limited to the exercise of ordinary care in providing the Account and any services related to the Account. Our ordinary care is to be evaluated based on reasonable commercial banking standards prevailing in our industry and location for similarly situated commercial banks.

You agree to indemnify us and our affiliates and each of our respective directors, officers, employees, agents, and service providers (the "Indemnified Parties") from, and defend and hold harmless each of the Indemnified Parties from and against, any and all Claims directly or indirectly arising out of or relating to our providing the Account or services related to the Account (including, without limitation, any and all Claims in connection with complying with or responding to subpoenas, summonses, search warrants, or requests or demands from government agencies), except to the extent that such Claims are determined by binding arbitration in accordance with Section 46 or a court of competent jurisdiction by a final and non-appealable judgment to have resulted from our gross negligence or willful misconduct.

### 29. Transfer and Assignment Restrictions

You are prohibited from transferring or assigning your rights to, or granting a security interest in, the Account without our prior written consent. You agree to indemnify us for and defend and hold us harmless from and against all claims, losses, liabilities and expenses incurred by us if you transfer, assign or grant a security interest in the Account (whether or not we consented to such security interest). Any assignment or pledge of the Account is subject to our prior security interest and right of set-off.

### 30. Privacy and Disclosure of Information

We protect the confidentiality of your financial information. We do not disclose information about the Account or transactions in the Account except as follows: (a) to third parties where it is necessary for completing transfers or tracing transactions, or resolving errors or claims; (b) to credit bureaus or to verify or disclose the existence, amount, or condition

## Terms and Conditions (Cont'd)

of the Account for third parties, such as merchants, or other financial institutions; (c) pursuant to court orders and other legal process; (d) in connection with examinations by banking authorities or to comply with subpoenas, summonses, search warrants, or requests from government agencies; (e) to companies affiliated with us; (f) to companies who provide services to us, such as check printers and data processors; (g) in connection with any litigation involving, or the enforcement of our rights and remedies under or in connection with, this Agreement or any other agreement between us; (h) whenever required by law, regulation, or rules, including, where applicable, the rules of NACHA – The Electronic Payments Association® or other funds transfer systems used in connection with a funds transfer; (i) as permitted under any other agreement between you and us; and (j) with your consent.

### 31. No Internet Gambling Transactions

We are subject to the Unlawful Internet Gambling Enforcement Act (the “*UIGEA*”). You represent and warrant and agree that you are not engaged in the business of betting or wagering (as such terms are defined in the *UIGEA*). You acknowledge and agree that this Account will be subject to closure in the event that you, at any time, engage in the business of betting or wagering.

### 32. Termination

We reserve the right to close the Account, with or without cause, at any time with written notice as provided in the Treasury Services Master Agreement, Section 11. You may, at any time, close the Account after we have received written notice and have had a reasonable opportunity to act on it. The existence of a zero balance in the Account does not itself terminate the Account. Our rights under this Agreement will survive the closing or termination of the Account.

### 33. Pre-Authorized Debits for Loan Payments

Unless other arrangements for loan payments have been agreed upon in writing, you authorize us to charge to the Account any unpaid amounts or other extensions of credit which may be outstanding at any time. We will attempt to give you notice prior to debiting the Account, but we are not obligated to do so.

### 34. Provisions for our Corporate Money Market Deposit Account (“*MMDA*”)

- (a) *Interest Earnings.* The daily Collected Balance in the *MMDA* will earn interest as described in Section 25. However, no interest will accrue for any day on which the daily Collected Balance falls below our minimum balance requirement for this type of account. If the average daily Collected Balance for a statement month falls below the minimum, no interest will accrue for that month. “Collected Balance” means the total of currency deposits made to the *MMDA* plus the total amount of checks and other Items deposited which have become available to you according to our Funds Availability Policy, plus all interest credited to the Account minus all withdrawals and other debits charged to the *MMDA*. This balance is calculated daily and is applied to the posted interest rate for that day. Accrued daily interest earnings will be credited to the *MMDA* on the last day of the month.
- (b) *Deposits.* After opening the *MMDA* with the minimum initial deposit, you can make additional deposits at any time. Generally, your additional deposit may be in any amount, but we reserve the right to refuse or limit the amount of additional deposits to the *MMDA*.
- (c) *Withdrawals.* We may, at our option, limit you to no more than a combined total of six (6) transfers and withdrawals from an *MMDA* per month, or monthly statement period or cycle, to another account of yours with us or to a third party, by means of a preauthorized or automatic transfer, telephonic, facsimile, or computer generated order or instruction, or check, draft, debit card, or other similar order made payable to a third party. The following transfers would not be subject to, or included in, such six (6) transfer or withdrawal limitation: (i) transfers from an

## Terms and Conditions (Cont'd)

MMDA to repay loans originated or serviced by us and associated expenses, (ii) transfers from an MMDA to another Account, and (iii) withdrawals from an MMDA, in each case when such transfers or withdrawals are made by mail, messenger, ATM, or in person or when such withdrawals are made by telephone via a check mailed to you.

We may, at our option, decline any withdrawal or transfer that exceeds these limits or we may charge a fee for any withdrawal that exceeds these limits. If you exceed these withdrawal limitations, we reserve the right to change the MMDA to another type of deposit account that pays a lower rate of interest or no interest, but has more flexible withdrawal capabilities, or we may close the Account.

- (d) *Notice of Withdrawal.* Generally, we will allow withdrawals from the MMDA at any time without prior notice. However, in accordance with Federal Regulation D, we reserve the right to require at least seven (7) calendar days' prior written notice that a withdrawal is going to be made.
- (e) *Closing.* Either you or we may close the MMDA at any time. The MMDA may continue to earn interest upon closing. Any accrued interest may be credited to the Account.

### 35. Certificate of Deposit (Time Deposit) Accounts

This section applies to certificate of deposit (time deposit) Accounts ("CDs"). If there are any conflicts between the provisions of this section and any other provisions of this Agreement insofar as they relate to CDs, the provisions of this section shall control. We will provide you with a Certificate of Deposit Account Disclosure describing certain specific terms and conditions of each CD, such as the maturity date, interest rate, interest payment terms, interest computation method, renewal provisions, and early withdrawal terms, including any applicable early withdrawal fees. Unless otherwise provided in the Certificate of Deposit Account Disclosure, the rate of interest paid, interest computation method, renewal provisions, and early withdrawal terms of the CD will not change during its term. CDs are not eligible for check transactions or funds transfer and other treasury management services. Periodic statements will not be provided for CDs.

### 36. Security Interest; Set-off

- (a) *Security Interest.* You grant us and each of our Affiliates a first priority security interest in all Accounts owned by you, now or in the future, with us or any of our Affiliates, to secure payment of any or all obligations (including for service fees and charges) you may have to us or any of our Affiliates, whether direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, and whether several, joint or joint and several, regardless of whether another party is also liable for such obligations or such obligations relate to the Account, a credit agreement, or other circumstances. For purposes of this Agreement, "Affiliate" means any corporation, limited liability company, or other legal entity that controls, is controlled by, or is under common control with another legal entity.
- (b) *Set Off.* In addition to our rights under this Agreement or otherwise, we and each of our Affiliates may exercise the right of set-off against any or all of your Accounts and deposits except as prohibited by applicable law. If you have any obligation to us or any of our Affiliates, under this Agreement or otherwise, whether or not then due, we can use the funds or balances from any Account you have with us or any of our Affiliates to pay or satisfy the obligation or may set off against any amount we owe you in order to obtain payment of such obligation. Except as may be restricted by applicable law, this right may be exercised at any time and without prior notice, regardless of whether it creates an overdraft or results in subsequent dishonor of checks or request to transfer funds. If the law imposes conditions or limits on our ability to take or setoff funds in your Accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your Accounts to obligations you owe us or our Affiliates.

## Terms and Conditions (Cont'd)

- (c) *Claims on the Account.* You also grant us the right to terminate or place a hold on, and dishonor all Items drawn on the Account that you have assigned or in which you have granted a security interest to any third party (whether or not we consented to such security interest). Upon receipt of oral or written notice from any party of a claim regarding the Account, we may place a hold on the Account. You agree to indemnify us for and defend and hold us harmless from and against our failure or refusal to honor any Item drawn on a pledged or encumbered Account or any other withdrawal instruction.

### 37. Legal Process

We may comply with any writ of attachment, adverse claim, execution, judgment, garnishment, tax levy, citation to discover assets, turnover or restraining order, subpoena, warrant or other legal process, however served or made which we believe to be valid. Any such legal process is subject to our security interest and rights of set-off. We may, in our sole discretion, respond to legal process by placing a hold on funds in the Account subject to such legal process, close the Account, or interplead the funds. You agree to pay us all of our fees and expenses, including reasonable attorneys' fees in responding to any such legal process, which fees and expenses may be charged against the Account even if an overdraft is created. We may also create a hold on the Account in anticipation of such fees and expenses. We will have no liability for complying with such legal process, or if there are insufficient funds available in or another restriction on the Account because of actions we take in response to such legal process. We may also place a hold on the Account and conduct an investigation if we suspect there to be fraud or illegal activity associated with the Account.

### 38. Accounts That May Be Eligible for Pass-Through Deposit Insurance

This section applies as of the compliance date of the FDIC's Rules and Regulations for Recordkeeping for Timely Deposit Insurance Information, 21 CFR Part 370. If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of Debit Cards) as defined in § 370.2(j) of the FDIC's Rules and Regulations, you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event of a bank failure. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at <https://www.fdic.gov/regulations/laws/rules/2000-9200.html>.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the bank fails. In addition, the FDIC has published an addendum as section VIII of the guide (the "Addendum"), which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through deposit insurance. The Addendum sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. The Addendum also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the bank fails. The Addendum can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in the Account at any time. In the event the bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within 24 hours of bank failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a hold or freeze may be placed on the Account so that the FDIC can conduct the deposit insurance determination. That hold or freeze will not be released until the FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You

## Terms and Conditions (Cont'd)

understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Agreement survives after the FDIC is appointed as our receiver, and as a result, the FDIC shall be entitled to enforce the terms of this section.

### 39. Governing Law

This Agreement, the Account, and transactions in the Account are subject to the laws and regulations of the United States and of the State of California (including the California Uniform Commercial Code, as in effect from time to time), and applicable rules and regulations. To the extent any such laws, rules or regulations may be modified or supplemented by agreement of the parties and the provisions of this Agreement or any other agreement or document applicable to the Account or transactions have done so, you and we agree to such modifications and supplements. To the extent any term or condition in this Agreement is inconsistent with such laws, rules or regulations it will be deemed modified and applied in a manner consistent with such laws, rules or regulations.

### 40. Certain Instructions

If you ask us to follow instructions which we believe expose us to potential liability or claims, we may refuse to follow your instructions, or we may require a surety bond or other protections satisfactory to us, such as your indemnity, before we follow the instructions.

### 41. Inactive Accounts

If an Account has had no withdrawal or deposit activity, and we have had no contact from you regarding the Account for eighteen (18) months, we may consider the Account inactive and stop sending Account statements. Service fees and other terms applicable to active accounts will apply to the Account while it is inactive except where prohibited by law. An inactive Account may be subject to additional fees. You understand that under state abandoned property laws, we must turn over to the state the Account if it has been inactive for a specified period of time as prescribed by applicable law.

### 42. Relationship

The relationship created by any deposit is that of debtor and creditor and otherwise the relationship between us is that of independent contractor. No fiduciary or other special relationship exists except as required by law.

### 43. Recording

You authorize us to monitor, record, and retain telephone calls, electronic messages and other data transmissions at any time without notice for any reason including to provide a record of instructions with respect to the Account, but we are not obligated to do so.

### 44. Miscellaneous

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected or impaired as a result. We may waive any provision of this Agreement, but the waiver will apply only to that provision and on that occasion. In no event is any waiver or series of waivers to be construed as creating or requiring a waiver of any provision in the future.

## Terms and Conditions (Cont'd)

### 45. Facsimiles and Email

We may, in our discretion, accept facsimiles of Account documentation and related matters as originals. Email communications from you, including instructions, are not binding on us and do not constitute notice to us as contemplated by this Agreement unless we otherwise expressly agree in writing.

### 46. Consent to Jurisdiction; Waiver of Jury Trial.

(a) You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the State of California sitting in Fresno County and of the United States District Court for the Eastern District of California, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby, and you irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the fullest extent permitted by applicable law, in such Federal court. You agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that we may otherwise have to bring any action or proceeding relating to this Agreement or any of the transactions contemplated hereby in the courts of any other jurisdiction.

(b) You irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that you may now or hereafter have to the laying of venue for any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby in any court referred to in paragraph (a) of this Section. You irrevocably waive, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

### 47. Amendment

From time to time, we may amend, add to or change (an "amendment") the provisions of this Agreement. Amendments will be communicated by notice given to you by mail or if permitted by law, electronic notice, and will be effective on the date indicated in the notice. If an effective date is not indicated, the effective date will be ten (10) Business Days from the date the notice was sent. If you do not wish to be bound by an amendment, you may close the Account before the effective date of the amendment. Your continued use of the Account after the effective date is deemed your agreement to the amendment. Any other amendment will be effective only if it is in writing and signed by our duly authorized officer. A change in our, funds availability or operating procedures does not constitute an amendment of this Agreement and we may effect such changes without prior notice to you. Notwithstanding the foregoing, we may change the interest rates, fees or service charges applicable to the Account only with your consent.

## Terms and Conditions (Cont'd)

### 48. Entire Agreement

This Agreement, including our Funds Availability Policy and information specifically referred to in this Agreement, and any separate service or master agreement in effect constitutes the entire agreement between us regarding the subject matter

## Terms and Conditions (Cont'd)

of this Agreement and supersedes any and all prior representations, warranties, understandings and proposals. There are no oral agreements between us. You acknowledge that you have not relied on any representation or warranty, express or implied, or other understanding or proposal not contained in this Agreement, the Funds Availability Policy or information specifically referred to in this Agreement, or any separate service or master agreement in effect. This Agreement is binding upon and for the benefit of the account owners, their permitted successors and assigns, and us and our successors and assigns. This Agreement also applies to each of your subsidiaries and affiliates which have an Account with us or have access to the Account as if it were a party to this Agreement. You represent and warrant to us that you have the authority to act for and bind such subsidiaries and affiliates to this Agreement, and agree to be responsible for any unpaid fees, charges or other obligations of such subsidiaries or affiliates. Otherwise, except as expressly provided in this Agreement, this Agreement is not for the benefit of any other person, and no other person will have any right against you or us in connection with this Agreement.

### 49. Cash Withdrawals

If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and place of your withdrawal based on our security and operational considerations.

### 50. Defined Terms

**Available Balance** — means the most current record we have about the balance in the Account that is available for withdrawal from the Account.

**Business Day** — means every day except Saturdays, Sundays or federal holidays.

**Item** — includes a check, draft, demand draft, preauthorized draft, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), and electronic transactions (including ACH, ATM and POS).

## General Funds Availability Policy Commercial Checking Accounts

Our general policy for Commercial Checking Accounts (including Commercial Checking, Commercial NOW and Commercial Money Market) is to make the funds from your wire transfers and electronic direct deposits available to you on the Business Day we receive the deposit. Funds from cash deposits will be made available to you on the day of deposit. Funds from check deposits will be made available to you according to the Availability Schedule assigned to your check deposits. The length of delay varies depending on the type and method of deposit, and is explained below. Once the funds are available, we will use the funds to pay checks you have written or you can withdraw the funds in cash.

### Determining Availability

For purposes of this Funds Availability Policy, every day is a "Business Day" except Saturdays, Sundays and federal holidays. If you make a deposit before our cut-off time on a Business Day that we are open, we will consider that day to be the day of your deposit. The cut-off time for deposits made at a branch is the closing time of the branch where the deposit is made. Deposits made at a night drop location or night depository will be retrieved and verified by us once at the beginning of each Business Day. Therefore, if you use a night drop during the day, that deposit will not be considered received by us until the next Business Day when we retrieve it and process it. The cut-off time for deposits made in connection with certain banking services that we offer may vary; the earliest cut-off time is 4:00 p.m. Central Time (except with respect to certain vault services, for which cut-off times range between 1:00 p.m. ET and 5:00 p.m. PT). Please review the service agreements that govern these banking services to determine the applicable cut-off times. If you make a deposit after our cut-off time or on a day that we are not open, we will consider that the deposit was made on the next Business Day we are open.

### Immediate Availability

Cash deposited at branches or through the mail before the cut-off times listed above will be available for immediate use on the day that we receive the deposit. Because we cannot process deposits made until we receive them, we strongly recommend that you do not send cash deposits through the mail. Cash deposited after the cut-off times will be available on the next Business Day after we receive the deposit.

### Same Day Availability

Funds from the following types of deposits will generally be available on the Business Day we receive the deposit:

- Federal Reserve Bank wire transfers
- Preauthorized electronic credits

### Next Day Availability

Funds from the following types of deposits will generally be available on the next Business Day after the day we receive the deposit:

- U.S. Treasury checks
- Checks drawn on and drafts payable through us.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders
- State and local government checks
- Checks drawn on banks located inside the United States of America

### Other Check Deposits

Subject to Section 9 of the Commercial Account Agreement, funds from all other checks will generally be available no later than the second Business Day after the day of your deposit. The first \$275 of these deposits, however, will be available on the first Business Day after the day of your deposit.

## General Funds Availability Policy Commercial Checking Accounts (Cont'd)

### Cashing a Check Not Drawn On Us

If we cash a check that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your checking account or another account you have with us (or one of our affiliates). Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

### Longer Delays May Apply To Some Deposits

In some cases, we will not make all of the funds that you deposit by check available to you as described above. In these cases, funds will generally be available on the second Business Day after we receive your deposit; however, the first \$275 of your deposit, will still be available on the first Business Day. If we are going to delay availability, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will mail you the notice no later than the day after we receive your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will mail you the notice no later than the day after we receive your deposit.

If you will need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- If we believe a check deposited will not be paid
- If deposited checks total \$6,725 or more on any one day
- If you redeposit a check that has been returned unpaid
- If you have overdrawn your account repeatedly in the last six months
- If there is an emergency situation such as a failure of communications or computer equipment, or severe weather

We will attempt to notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh Business Day after the day of your deposit.

## Additional Information Concerning Your Accounts

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### Endorsement Requirements

Payee endorsements are restricted by federal law to an area up to 1.5 inches from the trailing edge of a check. The trailing edge is defined as the left side of the check when looking at it from the front. The endorsement area reserved for the bank of first deposit is the area 3.0 inches from the leading edge of the check and 1.5 inches from the trailing edge of the check. The leading 3.0 inches is the area designated for endorsements of subsequent collecting banks. While checks may vary in size, the size of the areas designated for payee endorsement will always be as described above.

### Legibility of Endorsements

Endorsements or other writing or markings on the reverse side of checks by issuers, payees, or endorsers should be limited to the space reserved for the payee's endorsement as described above. Otherwise, the endorsement of the depository bank may be obscured, and this may delay the return of the check or the notice of nonpayment. You shall be liable for any loss or damages arising from this condition.

### Sufficient Balances

While funds will be made available based on the preceding time frames, you remain responsible for ensuring that sufficient ledger balances and Available Balances are kept or deposited to cover all withdrawals and other charges against the Account. If a deposited check is returned unpaid, we retain the right to charge that item back to the Account even though the funds for that check were made available. You remain responsible to immediately repay any overdrafts.

**General Funds Availability Policy Commercial Checking Accounts (Cont'd)**

If you have any questions regarding this policy, or about the availability of any deposit you make, please contact the Client Response Center at 1-877-895-3278.

**International Items**

All international items should be directed to:

**Mailing Address:**

BMO Bank  
Naperville Operations Center  
Attn: Foreign Collections  
PO Box 5731  
Carol Stream, IL 60197

**Overnight / Courier:**

BMO Bank  
Naperville Operations Center  
Attn: Foreign Collections  
1200 E. Warrenville Road  
Naperville, IL 60593

Availability Schedules are subject to change without notice.

# Exhibit A

## Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit A

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	