

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
104020 04

PAGE 1 of 1	ORDER DATE 04/12/23
BUSINESS UNIT 12211800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 1787076	
VENDOR ADDRESS: US BANK 200 S 6TH ST EP-MN-L20A MINNEAPOLIS MN 55402-1403	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2023 THROUGH JUNE 30, 2031

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6660 Z1

Contract to supply and deliver Prepaid Card Service to the State of Nebraska for the contract period July 1, 2023 through June 30, 2031. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Tyler Vickery

Phone: 904-470-1990

E-Mail: tyler.vickery@usbank.com

(4/12/2023 ch)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	STORED VALUE CARD SERVICE INITIAL CONTRACT PERIOD	1.0000	\$	0.0000	0.00
2	STORED VALUE CARD SERVICE FIRST OPTIONAL RENEWAL YEAR	1.0000	\$	0.0000	0.00
3	STORED VALUE CARD SERVICE SECOND OPTIONAL RENEWAL YEAR	1.0000	\$	0.0000	0.00
Total Order					0.00

DocuSigned by: *Connie Heinrichs* DS
RT DocuSigned by: *Amara Block*

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ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 104020 O4 Prepaid Card Service
Between
The State of Nebraska and US Bank

The following clauses, Addendum One of Contract 104020 O4 have been reviewed and agreed upon between US Bank "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Prepaid Card Service. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

II. TERMS AND CONDITIONS
RESERVED

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment or addenda, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. PROCUREMENT CONTRACTS OFFICER'S (PCO) REPRESENTATIVE

The State reserves the right to appoint a PCO's Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO's Representative. The PCO's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The awarded contractor shall not commence any billable work until a valid contract has been fully executed by the State. The awarded contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended only in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall promptly give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give prompt notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party including, but not limited to the right to immediately terminate the contract for the same or a different breach or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct or gross negligence, of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be for \$250,000. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. LIQUIDATED DAMAGES

The State and the contractor agree that actual damages from failure to perform certain requirements in any contract executed pursuant to this RFP are difficult to accurately estimate, there has been a reasonable effort by parties to fix the amount of compensation that is due under the contract, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the contractor shall agree to a schedule of fees for failure to perform certain requirements in any contract executed pursuant to this RFP.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:

Standard	\$ 1,000 per 24 hours
High	\$ 2,500 per 24 hours
Critical	\$ 5,000 per 24 hours

1. **Unresolved Requirements:**

- a. All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the contractor.
- b. All Critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

2. **File Transmission:**

A file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The file will include identical information that was sent by the State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that a file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the file or pay liquidated damages to the affected programs.

Category: Standard

3. **Monthly/Annual Reporting**

Within three business days of contractor being notified by the State that a monthly/annual report has not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

4. **"Go Live" Date:**

Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go live date of services under this RFP, unless either party provides at least a three working day notice that "go live" date shall be delayed.

For existing card programs, outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the "go live" date or pay liquidated damages to the program(s).

For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor will notify the program lead and the State Treasurer's Office if the requested changes will delay the "go live" date.

Category: Standard

5. **Card Issuance:**

Upon being notified by the Program Lead or the State Treasurer's Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected program(s).

Category: Standard

6. **Customer Service – Availability:**

Customer service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24x7 x the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or during upgrades.

In the event the Contractor provides customer service under the contract through a different provide, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

7. **Customer Service – Average Speed of Answer**

85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less cards that abandon before 15 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: High

8. **Daily Reporting:**

Report of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation, and rejection reports for ACH transactions, and undeliverable cards, are due daily on a business day basis not later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

9. **Acceptance of File Transmissions/Acceptance of Web Enrollment:**
If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State or pay liquidated damages to the affected program(s).

Category: Critical

10. **ACH Posting:**
Contractor will post funds to cards prior to 8:00 AM prevailing in Central Time on the ACH effective date. If the contractor has received a file originated by the State and delivered through the banking network and notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available by the close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected program(s).

Category: Critical

11. **Turnover File:**
A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

As to any liquidated damages owing hereunder, contractor will pay liquidated damages to the State by the tenth (10th) business day of the month following the month that they damages were reported to the contractor. The State has 60 days after the incident to contact the contractor to pay liquidated damages.

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

Q. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow any state agency, board, commission, the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall promptly make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party promptly of said breach and take prompt corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

U. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the

contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

V. **CONTRACT CLOSEOUT**

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. **CONTRACTOR DUTIES**

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights, or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor's employees.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Deleted.

E. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it

has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable. Notwithstanding the foregoing, the parties understand and agree that records pertaining to the ownership, transactions, and activity relating to an individual's prepaid card accounts represent bank records belonging to Contractor, and Contractor retains all right, title and interest related thereto.

G. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Agreement Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors'

employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000 Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000 Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency Nebraska State Purchasing Bureau
Attn: Connie Heinrichs
Solicitation Number 6660 Z1 / Contract 104020 O4
Email address: connie.heinrichs@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required General Liability, Automobile Liability, or Workers Compensation insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

By submitting a proposal, contractor certifies that no relationship exists between the contractor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this RFP or project.

Contractor further certifies that contractor will not employ any individual known by contractor to have a conflict of interest nor shall contractor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, contractor shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

L. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster. The Contractor shall provide an ISO 22301 providing additional disaster recovery information.

M. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N. WARRANTY

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of seven years from the date of origination. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

No more than once per calendar year, the State shall have the right to assess the policies, standards, and practices of Contractor with respect to the Services provided under this Agreement, to the extent reasonably necessary to verify Contractor's compliance with the terms of this Agreement. The State acknowledges that information which Contractor deems confidential or proprietary may not be considered reasonably necessary to verify Contractor's compliance.

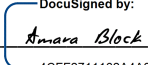
This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with

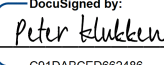
its terms. If there is conflict between this Addendum and the Contract or any earlier addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

Contractor: US Bank

By: 
DocuSigned by:
4CFF2711162A4A2...

By: 
DocuSigned by:
C91DABCE0662486...

Name: Amara Block

Name: Peter Klukken

Title: Materiel Administrator

Title: SVP

Date: 5/30/2023

Date: 5/23/2023

PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (this “Agreement”) is dated the 1st day of July, 2023 between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“U.S. Bank”), and STATE OF NEBRASKA (the “State”).

U.S. Bank is a member of Card Networks and issues Card Network-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

State is a government agency seeking to dispense payments to individual recipients via Card Network-branded prepaid debit cards; and

U.S. Bank is willing to issue prepaid debit cards and perform related services to support the State’s program, subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, U.S. Bank and State agree as follows:

Article 1 DEFINITIONS

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

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

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

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

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

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

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

“ATM” means an automated teller machine.

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

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

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

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

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

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

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

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

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

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

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

“Confidential Information” means proprietary information belong to a party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid debit card account numbers, account information, and other similar confidential or proprietary information and materials. Confidential information does not include information that either party must disclose to the public under State or federal law.

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

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

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

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

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

“Funding Account” means a centralized pool of funds held at U.S. Bank with a digitally segregated sub-account set up for State that is funded through periodic deposits with U.S. Bank by State (by means of ACH transfers or otherwise) and which is accessible through the use of a (real or virtual)

prepaid debit card issued and serviced by U.S. Bank. The Funding Account will only be used by State to make Disbursements to Cards.

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

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

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

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

“PLUS SYSTEM Marks” means the service marks “PLUS SYSTEM” and a certain diamond design, which are registered as United States Registration No. 1,116,468 dated April 10, 1979 for PLUS SYSTEM, Registration No. 1,120,179 dated June 12, 1979 for a diamond design, Registration No. 1,117,432 dated May 1, 1979 for PLUS SYSTEM used in conjunction with the diamond design, and all of which are owned by Visa International Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2
PROGRAM LAUNCH

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

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

Article 3
MARKS AND LOGOS

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

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

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

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

Article 4
RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

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

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

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

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

RII Card being replaced will remain active until the Cardholder activates the new Personalized Card. The new Personalized Card will access the same Account tied to such RII Card.

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

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

4.2 Design and Manufacture of Cards.

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

(b) U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders; provided, however, that State will bear any additional manufacturing or printing expense incurred as a result of a special or custom Card design requested by State. Both U.S. Bank and State must agree that a special or custom Card design is required and jointly approve the design.

4.3 Design of Statements and Card Collateral.

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

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

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

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

4.6 Provision of Program Information.

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

(b) Any and all information State receives from U.S. Bank regarding the Program shall be deemed to be Confidential Information of U.S. Bank, and may only be used by State in connection with the Program, excepted as required under applicable Public Records Laws.

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

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

Article 5 RESPONSIBILITIES OF STATE

5.1 Adequate Identity Verification and Enrollment of Recipients. State will notify U.S. Bank of Recipient's request for a Card only after it has received a request by the Recipient to receive benefits on the Card. If the percentage of unfunded Cards exceeds 20 percent of enrollments, State will reimburse U.S. Bank three dollars for each additional unfunded Card. State will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are Bona Fide Recipients of State prior to Card issuance. U.S. Bank shall not be responsible for any damages, including additional expenses for screening or investigation, associated with Cards registered to individuals who fraudulently applied for benefits. State will reimburse U.S. Bank for the costs of identity verification if State is unable to perform Adequate Identity Verification prior to enrollment. State understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, State acknowledges that any Cardholders who do not pass initial or ongoing identify verification or OFAC screening will be denied a Card or have their Card suspended. The denial of a Card to a Recipient under this section may not be deemed cause for termination of this Agreement by State.

5.2 State Program Offering. Beginning no later than the Program Launch, State will begin to offer Recipients the option of receiving payments from State in an Account. U.S. Bank will design and produce marketing materials for the Program. State will arrange for and coordinate the marketing and promotion of the availability of Cards to Recipients. State will not distribute any marketing or promotional material unless such material has been reviewed and approved by U.S. Bank.

5.3 Funding of Accounts. State shall utilize a good funds method of settlement and must have a sufficient amount of immediately available funds on deposit in the Funding Account to fund any Disbursement to a Card. U.S. Bank will not be liable to State for, and State will hold U.S. Bank harmless from, any claims arising from the refusal by U.S. Bank to load a Disbursement onto a Card if there are insufficient funds available in the Funding Account to cover the Disbursement Amount.

5.4 Transmission of Disbursements. State Representatives may use a batch process or the Administrative Web Portal to process Disbursements. State shall provide complete and accurate information to U.S. Bank regarding each Disbursement. State Representatives will be solely responsible for the accuracy of Disbursement Amounts transmitted to U.S. Bank, and any changes thereto.

5.5 Erroneous Disbursements. State may seek to reverse any Disbursement loaded onto a Card in error, provided that sufficient funds remain available on the applicable Card to recover the erroneous Disbursement. State will be responsible for all Disbursements, including those made in error, except when the error is attributable to U.S. Bank. U.S. Bank will not be obligated to assist State in collecting erroneous Disbursements, except when the erroneous Disbursement is attributable to the actions or negligence of U.S. Bank.

5.6 Compensation to U.S. Bank. U.S. Bank will be permitted to charge Cardholders the fees set forth in the Fee Schedule. U.S. Bank may change the Fee Schedule at any time. In the event of an increase to any fee or the introduction of a new fee, U.S. Bank will provide Cardholders notice thereof in

a manner that complies with all Applicable Laws. U.S. Bank will also provide a corresponding email notice of an increase to any fee or the introduction of a new fee to State's POC.

5.7 Training. State shall be responsible for identifying State locations that will be used to enroll, load and activate Cards. U.S. Bank shall provide State with its standard initial "train-the-trainer" approach, and will provide State with a support number that State Representatives can call for assistance regarding the Program. State is solely responsible for training its State Representatives on how to administer the Program and how to answer questions from Recipients about the Program.

5.8 Cardholder Enrollment. Following State's identity and eligibility verification of a Recipient as required in Section 5.1, at the time of each Card enrollment, State shall provide U.S. Bank with the Cardholder enrollment information set forth in the Program Description. Data entry of Card identification numbers and Cardholder information may only be made by State Representatives. State will be liable for any errors in transmission made by its employees or State Representatives. Unless otherwise agreed to in advance and in writing by U.S. Bank, State may only enroll and register RII Cardholders who are physically present at a designated State location at the time of enrollment. State shall distribute RII Cards, RII Card Collateral, and all U.S. Bank designated disclosure documents to RII Cardholders in the form and manner prescribed in the Program Description and State Guidelines.

5.9 Card Security and Inventory Control. State shall securely store any Card stock in its possession and control and maintain its RII Card inventory in accordance with the Card Security Guidelines. State shall bear all risk of loss and any associated liability for Cards lost or stolen while under its control. State will permit U.S. Bank to monitor and audit State's compliance with the Card Security Guidelines during regular business hours upon two Business Days' advance notice to State. State shall provide U.S. Bank copies of any applicable audits and test results acquired by State in relation to its obligations under this section.

Article 6

PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

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

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

6.3 FDIC Record Keeping Requirements. In order to facilitate the offering of deposit insurance to Cardholders, State agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including those required by 12 C.F.R. § 370, which mandate that State be able to provide the

required information in the required format (“FDIC Information”) to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank’s information technology systems are outlined in the Deposit Broker’s Processing Guide (“Guide”) published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information State will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC’s website at <https://www.fdic.gov/deposit/deposits/brokers/>. State acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder’s Accounts and that State and Cardholders may not have access to deposits in the deposit account until State delivers the FDIC Information. Upon request, U.S. Bank will provide State with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

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

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

6.6 ACH Transfers. State warrants to U.S. Bank that State will not make any ACH transfer with respect to the Program for any purpose that is not permitted under Applicable Law or the terms of this Agreement. State will, with respect to all ACH transfers, comply with the Network Rules that govern the applicable funds transfer system. State acknowledges that U.S. Bank must make certain warranties with respect to ACH transfers initiated by State. State hereby waives its right to be notified whenever an electronic funds transfer has been deposited in the State’s Funding Account.

Article 7 EXCLUSIVITY

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

Article 8 RESERVED

Article 9 REPRESENTATIONS AND WARRANTIES

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

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly

authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents, bylaws, or similar governing documents, or any material contract or other instrument, Applicable Law, or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other Person or government agency;

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

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

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

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

Article 10 CONFIDENTIALITY

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

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

10.3 Confidentiality Obligation. Except as otherwise provided under Public Records Laws, each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Except as otherwise provided under Public Records Laws, neither party shall sell or otherwise convey any of such Confidential Information to any third party and shall exercise all necessary precautions to prevent access to such Confidential Information by any third party other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations under this Agreement. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations under this Agreement and require their compliance with such obligations. Except as otherwise provided under Public Records Laws, each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated in this Agreement.

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

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

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

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

Article 11
TERM AND TERMINATION

11.1 Term. The term of this Agreement is eight years from the Program Launch date (the "Initial Term"). Unless either party gives the other party 60-days written notice prior to the end of the Initial Term, the term of the Program maybe renewed for two additional one-year periods (each, a "Renewal Term"). During any Renewal Term, either party may elect to terminate the Agreement by giving written notice 90 days prior to the end of the then current Renewal Term. If notice to terminate is given, the Agreement will terminate effective on the last day of the then current term. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

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

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

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

11.5 Termination by Reason of Regulation. U.S. Bank may terminate or curtail or restrict its operations under this Agreement at any time upon 15 days' advance written notice to the State without liability to State in the event of (a) the establishment of any Applicable Law or Network Rule, or (b) the

decision or order of any court, agency, or tribunal that is controlling or binding on the parties, if U.S. Bank determines, in its sole discretion, that the order, rule or regulation would (x) prohibit any or all of the services contemplated in this Agreement, (y) restrict the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or (z) be unduly restrictive to the business of U.S. Bank or require burdensome capital expenditures by U.S. Bank to continue its performance of such services.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's commercially reasonable determination that State's activities relating to the Program may subject U.S. Bank to undue financial, legal, regulatory, or reputational risk. In the event U.S. Bank wishes to terminate this Agreement for a reason specified in this section, U.S. Bank shall give written notice, in accordance with section 14.10 ("Remedy Notice"), to State. The Remedy Notice must specifically state the reason or reasons why U.S. Bank believes the State's activities relating to the Program have subjected U.S. Bank to undue financial, legal, regulatory, or reputational risk under this Agreement and wishes to terminate, curtail, or restrict this Agreement, and must request State to specify the act or acts which it will accomplish to cure the cited undue risk(s). State will have a period of 45 days from its receipt of the Remedy Notice to cure the cited undue risk(s), or if such undue risk(s) cannot be cured in such 45-day period, specify to U.S. Bank the act or acts which State will accomplish in order to cure the cited undue risk(s). In the event the undue risk(s) is not cured by the end of such 45-day period and U.S. Bank does not at the end of such 45-day period approve the acts, if any, proposed by the State as curing the cited undue risk(s), U.S. Bank may then terminate this Agreement upon 45 days notice by giving the State another written notice, in accordance with section 14.10 ("Termination Notice"), stating that this Agreement is being terminated under the provisions of this section effective immediately, following receipt of the Termination Notice being sent by U.S. Bank.

Article 12 POST-TERMINATION PROVISIONS

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

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

Article 13 DAMAGES AND LIMITATIONS OF LIABILITY

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or Applicable Law,

including without limitation termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including without limitation reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach.

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

13.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

Article 14
ADDITIONAL PROVISIONS

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

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

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

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

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

14.6 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Nebraska, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought exclusively in federal or state court Lancaster County, Nebraska. Each party waives any claim that a legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that venue of that proceeding is improper.

14.7 Severability. Should any provision of this Agreement contravene any Applicable Law or Network Rule, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court of competent jurisdiction, then each such provision will be automatically terminated and

performance thereof by both parties waived; nevertheless, all other provisions of this Agreement will remain in full force and effect.

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

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

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

If to State:

Nebraska State Treasurer's Office
PO Box 94788
Lincoln, NE 68509-4788
ATTN: Treasury Management Director

If to U.S. Bank:

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

Copy to:

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

14.11 No Implied Waiver. No waiver of any provisions of the Agreement and no consent to any default under the Agreement shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any default by the other party shall not be deemed a waiver of any other.

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

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

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

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

14.16 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.

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

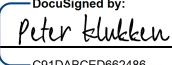
14.18 Program Records and Audit Rights. U.S. Bank shall maintain true and complete books and records relating to Disbursements under the Program (the "Program Records"). The Program Records will be maintained in accordance with good accounting practices and in sufficient detail to enable an audit trail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

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

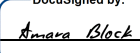
14.20 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

The undersigned are signing this Agreement as of the date set forth in the introductory clause.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Peter Klukken
Title: SVP

STATE OF NEBRASKA

By: 
Name: Amara Block
Title: Chief Procurement Officer

**EXHIBIT A
PROGRAM DESCRIPTION**

Core Elements

The Program will have the following core elements:

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

U.S. Bank Responsibilities

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

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

State Responsibilities

State shall be responsible for the following:

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

Timing

The targeted product rollout will be as follows:

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

**EXHIBIT B
FEE SCHEDULE**

All fees	Amount	Details
Get cash		
ATM Withdrawal (in-network)	\$0.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month. "In-network" refers to the U.S. Bank or MoneyPass® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator .
ATM Withdrawal (out-of-network)	\$1.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal each month. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$0	This is our fee for when you withdraw cash off your card from a teller at a bank or credit union that accepts Visa®.
Information		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. "In-network" refers to the U.S. Bank or MoneyPass ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator .
ATM Balance Inquiry (out-of-network)	\$0	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International Transaction	0%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$1.00	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Other		
Card Replacement	\$0.00	This is our fee per replacement of a lost card mailed to you with standard delivery (up to 10 business days).
Card Replacement Expedited Delivery	\$15.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Inactivity	\$1.00	This is our fee charged each month after you have not completed a transaction using your card for 365 consecutive days.
Card to Bank Transfer	\$2	This is our fee per transfer to transfer funds from your card to your bank account.

Your funds are eligible for FDIC insurance. Your funds will be held at U.S. Bank National Association, an FDIC-insured institution, and are insured up to \$250,000 by the FDIC in the event U.S. Bank fails. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Cardholder Services by calling **1-855-282-6161**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit usbankreliacard.com.

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

The ReliaCard is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. ©2018 U.S. Bank. Member FDIC.

EXHIBIT C CARD SECURITY GUIDELINES

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

Card Stock Ordering

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

Card Stock Storage

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

Card Stock Inventory

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

Card Stock Destruction

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

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

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

RELIACARD II EXHIBIT

This Reliacard II Exhibit ("Exhibit") to the Prepaid Debit Card Agreement is entered into as of the 1st day of July 2023 between U.S. Bank National Association, a national banking association ("U.S. Bank"), and the State of Nebraska, acting by and through the Nebraska State Treasurer ("State").

WHEREAS, the parties desire to include a ReliaCard II Program (defined below) as part of the Prepaid Debit Card Agreement via this Exhibit which will be used to make certain expedited fund disbursements as set forth in the ReliaCard II Program herein, as well as the provisions of the Prepaid Debit Card Agreement as they relate to the services provided by U.S. Bank

WHEREAS, U.S. Bank is a member of National Associations and issues U.S. Bank-branded and National Association-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

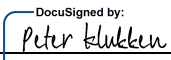
WHEREAS, State is an entity seeking to, and U.S. Bank is willing to, provide State-owned funds to designated recipients on network-branded prepaid debit cards; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

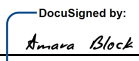
The terms and conditions set forth in the RELIACARD II Program Description found in Schedule I hereto are hereby incorporated into the Prepaid Debit Card Agreement by reference and shall modify, to the extent applicable, the terms and conditions of the Prepaid Debit Card Agreement with respect to the RELIACARD II Program described herein.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date fully executed by both parties, as noted below.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Peter Klutken
Title: SVP
Date: 5/23/2023

STATE OF NEBRASKA, ACTING BY AND THROUGH THE NEBRASKA STATE TREASURY

By: 
Name: Amara Block
Title: Chief Procurement Officer
Date: 5/30/2023

Schedule I

RELIACARD II Program Description

Background

The State, acting by and through the Nebraska State Treasurer provides funds to individuals eligible for certain payments during times of high need or in emergency situations where immediate funds are required. The State wishes to use prepaid cards ("RELIACARD II Cards") in the effectuation of that purpose by establishing the program described herein (the "RELIACARD II Program"). The RELIACARD II Program is separate from any other program established under the Contract effective July 1, 2023.

Scope of Work

1. Timeframe:
 - a. U.S. Bank will implement the RELIACARD II Program with Cardholders as soon as is practicable
2. RELIACARD II Program Basics:
 - a. U.S. Bank will provide an RELIACARD II Card the purpose of assisting certain individuals during times of high need.
 - b. RELIACARD II Cards will be easily differentiated from other Cards issued under Contract.
 - c. All funds issued onto RELIACARD II Cards are State owned funds, not consumer owned.
 - d. State will not supply or use Social Security Numbers for any Cardholders.
 - e. U.S. Bank will mail RELIACARD II Cards to Cardholders in a pending activation status and allow Cardholders to select their own PIN.
 - f. RELIACARD II Cards will have a 2-year expiration.
 - g. U.S. Bank will mail RELIACARD II Cards within 3 business days after the State or Cardholder requests an RELIACARD II Card.
 - h. U.S. Bank will be permitted to charge the RELIACARD II Program Cardholders the fees set forth in the fee schedule located in appendix A of this Schedule I.
3. Restrictions:
 - a. U.S. Bank must restrict RELIACARD II Cards from use at the following Merchant Classification Category (MCC) Codes: A mutually agreed-upon list will be determined during the onboarding process.
 - b. U.S. Bank will restrict RELIACARD II Cards from online bill pay, purchases with cashback or ATM/Teller withdrawals.
4. Fund Loading and Removal and Demographic Updates:
 - a. The funds issued on RELIACARD II Cards are not subject to escheatment.
 - b. Because the funds are State owned, not consumer owned, State may sweep back the funds from any RELIACARD II Card at any time using U.S. Bank's web-based portal.
 - c. State will send funds through a batch Automated Clearing House (ACH) file to the funding account for the RELIACARD II Program ("RELIACARD II Funding Account"). U.S. Bank will deposit the funds from the RELIACARD II Funding Account into each individual

Cardholder's account which is tied to the RELIACARD II Card issued to the respective Cardholder.

- d. State will submit cardholder enrollments, load cards and provide demographic additions and updates through the proprietary web-based prepaid administrative portal hosted by U.S. Bank ("Administrative Web Portal").
 - e. U.S. Bank may not allow Cardholders to make changes to demographic information. All demographic changes must come from State.
 - f. Funds may be swept back and changes to demographic information may also be made using the batch file process.
5. Reporting Requirements:
- a. U.S. Bank must provide a daily electronic file to the State that contains the transaction history for the previous day broken out by Cardholder. The record must contain a header record with date and timestamp of the file, a trailer record with the number of detail records.
 - i. The detail records must be broken out by Cardholder ID (a number assigned within U.S. Bank's numeric system requirements), transaction type (purchase, refund, hold, deposit or sweep back from the State, etc.), transaction date and timestamp, POS transaction type (purchase or rejection code), requested amount (POS transaction pre-auth), completed amount (POS transaction settlement amount), fee amount, surcharge amount, merchant name, merchant address (when provided in the transaction), MCC Code of the merchant, and any other mutually agreed-upon identifiers.
 - ii. State agrees to only use RELIACARD II Card transactional information for legitimate government purposes and in accordance with applicable laws.
 - b. U.S. Bank shall provide a financial report to assist State with settlement. This report will contain the total amount of funds loaded and swept back by State and the number of Cardholders funded per day.
 - c. U.S. Bank will provide real-time reports for State administrative staff to view information on: Cardholder detail such as, card status, demographic information, card balances, transaction activity, and total number of cards issued.
6. Cardholder Customer Service:
- a. U.S. Bank will not answer questions about Cardholder eligibility and State policy and practices. All such questions will be referred back to State.
7. Cardholder Materials:
- a. U.S. Bank will include wording in all Cardholder materials that the funds are State owned and not owned by the Cardholder.
 - b. U.S. Bank will also add language in Cardholder materials about the lack of any ATM/Teller cash advances or Bill Pay.
8. Modification
- a. No terms, including standard click-through license or website terms of use or privacy policy shall modify this schedule unless both parties have expressly agreed to such terms by including them in a signed written agreement.

APPENDIX A**ReliaCard II Fee Schedule**

All fees	Amount	Details
Card Replacement	\$0	This is our fee per card replacement mailed to you with standard delivery (up to 10 business days).
Card Replacement Expedited Delivery	\$15.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Inactivity	\$2.00	This is our fee charged each month after you have not completed a transaction using your card for 365 consecutive days.

Transaction Limits

For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24-hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.

Maximum Card Balance at any time	\$40,000
Maximum Daily Debits	20 transactions and \$7,050 per day
Purchases at the Point of Sale	20 transactions and \$4,000 per transaction
Maximum Daily Credits	50 transactions and \$20,000 per day
Returns and Refunds	May not exceed 4 transactions per day

FOCUS BLACK EXHIBIT TO PREPAID DEBIT CARD AGREEMENT

This Focus Black Exhibit (“Exhibit”) to Prepaid Debit Card Agreement, executed 1 July, 2023 between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“U.S. Bank”), and STATE OF NEBRASKA (the “State”).

U.S. Bank is a member of Card Networks and issues Card Network-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

State is seeking to provide its employees with the option of receiving payment of their wages or other compensation in a Card Network-branded prepaid debit card account; and

U.S. Bank is willing to issue prepaid debit cards and perform related services to support the State’s payroll card program, subject to the terms and conditions set forth in this Exhibit.

THEREFORE, in consideration of the mutual promises set forth in this Exhibit, U.S. Bank and State agree as follows:

1. In addition to the definitions contained in the Article I of the Prepaid Debit Card Agreement, for the purposes of this Exhibit, the following definitions will apply:

“Card Security Guidelines” refer to the written instructions provided to State by U.S. Bank describing the way State must securely store any Card stock in its possession and control, as the same may be modified from time to time. U.S. Bank’s current Card Security Guidelines are attached as Appendix 4 to this Exhibit B.

“State Guidelines” refer to the written guidelines provided to State by U.S. Bank describing the way State must offer Cards to its employees, as the same may be modified by U.S. Bank from time to time. U.S. Bank’s current State Guidelines are attached as Appendix 3 to this Exhibit B.

“Focus Black Fee Schedule” refers to the schedule of fees and costs set forth in Appendix 2 to this Exhibit B.

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

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

“Focus Black Program” or “Program” means the program between U.S. Bank and State for the issuance of Cards to Cardholders, according to the terms of this Exhibit B.

“Focus Black Program Description” means the description of certain features of State’s Program and the duties of the parties in relation to the Program found in Appendix 1 to the Exhibit B.

2. Article 4, Responsibilities of U.S. Bank in the Prepaid Debit Card Agreement is deleted and replaced with the following:

Article 4
RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

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

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

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

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

(e) State may opt to offer its employees (i) only FII Cards, (ii) only Personalized Cards, or (iii) both FII Cards and Personalized Cards under the Program.

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

4.2 Design and Manufacture of Cards.

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

(b) Unless specifically stated otherwise in the price tables contained in the Appendices to this Exhibit B, U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders.

4.3 Design of Statements and Card Collateral.

(a) U.S. Bank will produce Account statements and Card Collateral, subject to all Applicable Laws and Network Rules, using designs created by U.S. Bank. U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card Collateral.

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

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

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

4.6 Provision of Program Information.

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

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

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

3. Article 5, Responsibilities of State in the Prepaid Debit Card Agreement is deleted and replaced with the following:

Article 5
RESPONSIBILITIES OF STATE

5.1 Enrollment of Employees. State will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are bona fide employees of State. State acknowledges that Applicable Law requires U.S. Bank to collect identifying information and verify the identities of all Cardholders. State acknowledges that any Cardholders who do not pass initial or ongoing identity verification or OFAC screening will be denied a Card or have their Card suspended. U.S. Bank retains sole discretion in determining whether to deny or suspend a Cardholder. Cardholders may be required to provide additional documentation to U.S. Bank at any time. State acknowledges that if U.S. Bank determines that Applicable Law requires U.S. Bank to obtain additional documentation from a Cardholder, then U.S. Bank must also restrict access to the Card until such time as the Cardholder has provided U.S. Bank with the requested documentation in a form and manner acceptable to U.S. Bank.

5.2 State Program Offering. Beginning no later than the Program Launch, State will begin to offer to its employees the option of receiving payment of their wages or other compensation in an

Account. State shall comply at all times and in all respects with U.S. Bank's State Guidelines in the offering of Cards under the Program. State will arrange for and coordinate the marketing and promotion of the availability of Cards to its employees through break room posters, brochures, and other means. State will not distribute any marketing or promotional materials regarding the Program unless those materials have been reviewed and approved by U.S. Bank prior to its distribution to its employees. State will require each employee who elects to become a Cardholder to complete and sign a deposit authorization form and State will retain that employee's deposit authorization form at all times during which State is making Disbursements to that Cardholder.

5.3 Funding of Accounts. State shall utilize a good funds method of settlement and must have a sufficient amount of immediately available funds on deposit in the Funding Account to fund any Disbursement to a Card. U.S. Bank will not be liable to State for, and State will hold U.S. Bank harmless from, any claims arising from the refusal by U.S. Bank to load a Disbursement onto a Card if there are insufficient funds available in the Funding Account to cover the Disbursement Amount.

5.4 Transmission of Disbursements. State Representatives may use a batch process or the Administrative Web Portal to process Disbursements. State shall provide complete and accurate information to U.S. Bank regarding each Disbursement. State Representatives will be responsible for the accuracy of Disbursement Amounts transmitted to U.S. Bank, and any changes thereto.

5.5 Erroneous Disbursements. State may seek to reverse any Disbursement loaded onto a Card in error, provided that sufficient funds remain available on the applicable Card to recover the erroneous Disbursement. State will be responsible for all Disbursements, including those made in error. U.S. Bank will not be obligated to assist State in collecting erroneous Disbursements.

5.6 Compensation to U.S. Bank. U.S. Bank will be permitted to charge Cardholders the fees set forth in the Fee Schedule. In the event of an increase to any fee or the introduction of a new fee, U.S. Bank will provide Cardholders notice thereof in a manner that complies with all Applicable Laws. U.S. Bank will also provide a corresponding email notice of an increase to any fee or the introduction of a new fee to State's POC.

5.7 Training. State shall be responsible for identifying State locations that will be used to enroll, load and activate Cards. U.S. Bank shall provide State with its standard initial "train-the-trainer" approach, and will provide State with a support number that State Representatives can call for assistance regarding the Program. State is solely responsible for training its State Representatives on how to administer the Program and answer employee questions regarding the Program.

5.8 Cardholder Enrollment. At the time of each Card enrollment, State shall provide U.S. Bank with the Cardholder enrollment information set forth in the Focus Black Program Description. Data entry of Card identification numbers and Cardholder information may only be made by State Representatives. State will be liable for any errors in transmission made by its employees or State Representatives. Unless otherwise agreed to in advance and in writing by U.S. Bank, State may only enroll and register FII Cardholders who are physically present at a designated State location at the time of enrollment. State shall distribute FII Cards, FII Card Collateral, and all U.S. Bank designated disclosure documents to FII Cardholders in the form and manner prescribed in the Focus Black Program Description and State Guidelines.

5.9 Card Security and Inventory Control. State shall securely store any Card stock in its possession and control and maintain its FII Card inventory in accordance with the Card Security Guidelines. State shall bear all risk of loss and any associated liability for Cards lost or stolen while under its control. State will permit U.S. Bank to monitor and audit State's compliance with the Card Security Guidelines during regular business hours upon two Business Days' advance notice to State. State shall

provide U.S. Bank copies of any applicable audits and test results acquired by State in relation to its obligations under this section.

- 4. Section 9.2, Legal Compliance, from the the Prepaid Debit Card Agreement is deleted and replaced with the following:

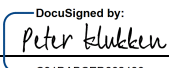
9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all Applicable Laws governing its activities under this Exhibit B (including any Applicable Law brought to one party’s attention by the other). Each party acknowledges that it will be responsible for its own compliance with Applicable Law and the costs associated therewith. State has the sole responsibility to comply with all Applicable Laws relating to its payroll and employment practices and for determining whether the intended use of the Program, including State’s selection of System options and programming to dispense funds or payments, is an appropriate way to dispense such funds. State is also responsible for determining whether Applicable Law prohibits, affects, or otherwise controls the disbursement of such funds using a prepaid or stored value card. State shall, within three Business Days following receipt of any such request, provide U.S. Bank, or its independent auditors, and/or any government agency with authority over U.S. Bank, with a complete and accurate response to any inquiry regarding or related to the Program, and access to all policies, procedures and records retained by the State evidencing the State’s compliance with Applicable Law. If a deficiency is noted or determined, State must promptly correct the identified deficiency and also provide to U.S. Bank any and all documentation related to resolution of the deficiency, including the corrective actions implemented to prevent recurrence of such deficiency. U.S. Bank may terminate this Exhibit B immediately for any failure by State to meet its obligations under this section 9.2.

- 5. Section 12.2, Wind-down of Operations, from the Prepaid Debit Card Agreement is deleted and replaced with the following:

12.2 Wind-down of Operations. Following termination of this Exhibit B, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements.

The undersigned are signing this Exhibit B as of the date stated in the introductory clause.

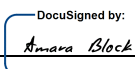
U.S. BANK NATIONAL ASSOCIATION

By:  _____
C91DABCEDE662486...

Name: Peter L. Klukken

Title: SVP

STATE OF NEBRASKA

By:  _____
4CFF2711162AA2...

Name: Amara Block

Title: Chief Procurement Officer

APPENDIX 1
FOCUS BLACK PROGRAM DESCRIPTION

Core Elements

The Program will have the following core elements:

- All Cards will be Card Network-branded, following all Card Network “Prepaid Debit Card” regulations and program guidelines.
- No general purchase restrictions will be placed on the Cards (other than MCC block on online gambling).
- The Cards will have teller cash withdrawal access.
- The Cards will have ATM access at Card Network-enabled ATMs.
- The Cards will have point-of-sale access through the Card Network.
- The Cards will be standard-issue Cards carrying U.S. Bank’s name and/or marks, but not State’s name and/or marks.

U.S. Bank Responsibilities

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

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

State Responsibilities

State shall be responsible for the following:

- Actively promoting the Cards to its employees as a means of receiving payment of wages.
- Assisting U.S. Bank in the training of State Representatives.
- Managing Card inventory using the System and following procedures set by U.S. Bank.
- Complying with the State Guidelines set forth in Appendix 3.
- Complying with the Card Security Guidelines set forth in Appendix 4.
- Presenting all Card Collateral, enrollment information, and Program disclosures to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to State by U.S. Bank.
- Opening all new Accounts via the Administrative Web Portal or through U.S. Bank's batch enrollment process.
- Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time.
 - As of the date of this Exhibit B, the Cardholder information required for initial enrollment for an FII Card is: First Name, Last Name, Full Address, Date of Birth (if selected methodology for Card activation), Cardholder's State of Employment, and the Card ID from the FII Card Collateral.
 - As of the date of this Exhibit B, the Cardholder information required for initial enrollment for a Personalized Card is: First Name, Last Name, Full Address, Date of Birth, and Cardholder's State of Employment.
- State will transmit Disbursement Amounts in the manner required by U.S. Bank.
- State will designate its POC for the Program.

Timing

The targeted product rollout will be as follows:

- Kick-off meeting between U.S. Bank and State
- Product "Friendly User" Testing
- Program Launch

APPENDIX 2
FOCUS BLACK FEE SCHEDULE

All fees	Amount	Details
Get cash		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "In-network" refers to the U.S. Bank or MoneyPass® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html
ATM Withdrawal (out-of-network)	\$1.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$0	This is our fee for when you withdraw cash from your card from a teller at a bank or credit union that accepts Mastercard®.
Information		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. "In-network" refers to the U.S. Bank or MoneyPass ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html
ATM Balance Inquiry (out-of-network)	\$0	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International ATM Withdrawal	\$1.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Other		
Card Replacement	\$5.00	This is our fee per replacement of your card, whether mailed to you with standard delivery (up to 10 business days) or provided to you by your employer/sponsor. This fee is waived for your first card replacement in a 12-month period. This fee will be charged for each additional replacement during the same 12 months. For Connecticut, Hawaii and Pennsylvania workers, this fee is waived.

Card Replacement Expedited Delivery	\$10.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Card Replacement Overnight Delivery	\$20.00	This is our fee for overnight delivery charged in addition to any Card Replacement fee.
Inactivity	\$1.00	This is our fee charged each month after you have not completed a transaction using your card for 365 consecutive days. For Connecticut, Illinois, and Pennsylvania workers, this fee will be waived for the first 12 months of inactivity (based on cardholder- initiated balance changing transactions). For Texas residents, this fee will not be charged after one year of inactivity. For Minnesota, New York and Montana workers this fee is waived. For Hawaii workers, accounts with a balance of \$0.00 and no activity for more than 6 months may be closed.
Other Third-Party Fees	Varies by provider	Some third-party service providers like person-to-person payment services or mobile wallet providers may charge you a fee for using your card to make payments.

**APPENDIX 3
FOCUS BLACK STATE GUIDELINES**

State shall comply with the following guidelines at all times:

- 1) State will never offer the payroll card to any employee as the sole and only means of receiving the employee's wages (at a minimum, direct deposit must also be offered, and state laws may require additional options be available). State must promptly honor an employee's wage payment method choice and any post-card-issuance request by an employee to change wage payment methods.
- 2) Prior to an employee choosing any payment method, State must provide the employee with both the applicable "Pre-Acquisition Disclosure and Fee Schedule" document in written or an approved electronic form, as well as access to the applicable Cardholder Agreement in written or electronic form.
- 3) State will provide to U.S. Bank, for each Cardholder, the identity of each such employee-Cardholder's state of employment. State shall promptly provide U.S. Bank with any change to a Cardholder's state of employment.
- 4) State will not engage in any unfair, deceptive or abusive acts/practices in dealing with its employees in connection with the Program, including without limitation: (i) conditioning the hiring or continued employment of an employee on participation in the Program, (ii) using intimidation, coercion, or fear of discharge or reprisal (including withholding wages) against an employee for refusal to participate in the Program, or (iii) engaging in payday loan transactions with employees.
- 5) State will not charge any initiation, participation, loading or other fees to Cardholders in connection with the Program.
- 6) State has provided and will provide all payroll option forms (including applicable opt-out forms), statements of earnings/deductions/withholdings, paystubs and wage statements and related disclosures as required under applicable state law.
- 7) State will maintain accurate and complete records regarding its compliance with these Guidelines and the laws applicable to State's conduct in connection with the Exhibit B.
- 8) State will comply with any collective bargaining agreement commitments that establish employee protections greater than those contemplated in these Guidelines.
- 9) State must inform U.S. Bank if its employee onboarding process, including that relating to the selection of wage payment methods, includes materials in a language other than English or if State normally communicates to employees in a language other than English.

APPENDIX 4 FOCUS BLACK CARD SECURITY GUIDELINES

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

Card Stock Ordering

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

Card Stock Storage

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

Card Stock Inventory

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

Card Stock Destruction

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

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

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

GENERAL PURPOSE INSTANT ISSUE CARD AGREEMENT

This Nebraska Department of Correctional Services (“NDCS”) Exhibit (“Exhibit”) entered into effective 1 July, 2023 (the “Effective Date”) by and between U.S. Bank National Association doing business as Elan Financial Services (“Elan”) and the State of Nebraska, a (the “State”).

Elan is a member of National Association and issues Elan-branded and National Association-branded debit cards, prepaid cards and other banking cards to cardholders; and

State wishes to participate in a prepaid card program involving the issuance of National Association-branded prepaid cards; and

Elan is willing to issue such prepaid cards and perform related services to support such a program, pursuant to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, and payments provided for in this Agreement, the parties agree as follows:

1. In addition to the definitions contained in the Article I of the Prepaid Debit Card Agreement, for the purposes of this Exhibit, the following definitions will apply:

“Fee Schedule” refers to the schedule of fees and costs set forth in Exhibit B to this Agreement. Elan reserves the right to change the fees charged to Cardholders and State in its sole discretion, provided that in cases of a fee increase or a new fee, Elan will provide thirty (30) days prior written notice of such change to State.

“National Association” shall mean, as applicable, Visa U.S.A., Inc.; Visa International, Inc.; and Plus System, Inc.; or MasterCard International Inc., MasterCard Worldwide, Maestro, and Cirrus System, Inc.

“Program” shall mean the issuing, distributing, and servicing of Cards pursuant to this Agreement.

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

2. Article 4, Responsibilities of U.S. Bank in the Prepaid Debit Card Agreement is deleted and replaced with the following:

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK/ELAN

4.1 Card Issuance; Usage.

(a) Beginning no later than the Program Launch, Elan shall make the Administrative Web Portal available to State, register and load National Association branded instant issue Cards for distribution to Cardholders at State's approved locations. Cardholders who receive the Cards will receive them from State in a ready to use status with funds loaded by State. Elan shall ensure each such Card may continue to be used for such purpose until Card expiration or depletion of funds on the Card. Elan will record the issuance of each Card and track Card issuance, usage, fee collection, and closure.

(b) Card inventory will be distributed directly to State, who will be responsible for the security and distribution of Cards. The Cards will be instant issue in nature and will be loaded with the requested Disbursement Amount when issued to the Cardholder.

(c) To the extent possible, Elan may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent Card use and other Account activity that has the potential of exposing Elan to financial loss or regulatory risk. Elan reserves the right to take any necessary actions, including Account closure and/or Card deactivation, to stop such activity on the Account.

4.2 Design of Cards, Card Carriers, and Marketing Materials.

(a) Elan will be responsible for ordering, embossing, encoding and otherwise preparing for use an inventory of Cards in such amounts as required, at Elan's sole discretion, by the Program as a whole. Elan will supply Cards and Card packets to State as needed. Elan will determine need based on sales volume and other criteria.

(b) Elan will produce the Card carriers and other Card packaging, and terms and conditions/disclosures in such amount as required for the Program, as predetermined by Elan in its sole discretion. All such materials will bear a design created by Elan. Any Program-related materials produced by State shall be subject to Elan's prior written approval, which approval shall not be unreasonably withheld or delayed.

4.3 Reporting to Cardholders. Elan shall provide to Cardholders (upon Cardholder request) information regarding such Cardholder's Card or Account, including the initial Disbursement Amount, transactions that have occurred, and balance remaining. Such information will be provided to the Cardholders, through an IVR system and live customer service representatives.

4.4 Elan Operational Responsibilities. Elan shall administer and be responsible for all operational aspects of the Program as set forth herein, including those set forth on Exhibit A and including without limitation, Account set-up, plastic issuance, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, interaction with the National Association's processing system, and computer processing and collections. Elan shall take all reasonable efforts to cause the Program to comply with state escheatment laws. In review of such Applicable Law, should Elan find that the issuance of Cards in any particular state could be detrimental to the overall success of the Program, or that the issuance of such Cards in any particular region or state might violate existing or future Applicable Law, Elan will notify State

of such findings, and retain the right to cease or prevent the issuance of Cards in that state or region. Should Elan decide to cease issuing Cards in a particular state or region, Elan will so notify State and State shall, within ninety (90) Business Days (unless the parties agree to a different time period in writing), cease allowing the issuance of Cards in that particular area. State shall work with Elan to remove all advertising for the Cards at the locations where Cards will no longer be issued. Further, State agrees to notify Elan of any intention to issue Cards in a new state or region at least ninety (90) days prior to the preferred time of issuance so that all laws can be reviewed.

4.5 Provision of Program Information.

(a) Elan shall provide information to State for each month in which Cards are issued and outstanding, including but not limited to reports by location and load verification reports.

(b) Any and all information State receives under this Section 4.5 shall be maintained in the strictest confidence and shall not be disclosed to any third party whatsoever by State or any of its affiliates, employees or agents without the express written consent of Elan, and shall be proprietary and Confidential Information of Elan. Such information shall be used by State in connection with the Program; provided, that information provided pursuant to Section 4.5(a) may be used by State for business purposes so long as State does not use such information in connection with any agreement with, or promotion or marketing of any products of, any other financial institution, including, without limitation, any commercial bank, savings institution or credit union.

(c) Nothing contained herein shall obligate Elan to provide any information to State in violation of Applicable Law or regulation, of any National Association's rules, or of Elan's privacy policies. If Elan, in reliance upon the reasoned opinion of counsel, concludes that continued sharing of information as contemplated hereby would expose it to an unreasonable risk of liability, whether in the nature of actual liability for violations or the cost of defense against claims, Elan may refuse to continue to share such information unless it shall first be indemnified as permitted by law to its satisfaction against any and all liability that may be incurred by it by reason of sharing of such information. As soon as reasonably practicable following any determination by Elan to cease sharing information with State, Elan shall notify State of such determination and provide information explaining the basis for such determination.

4.6 Elan Customer Service. Elan shall maintain an adequate trained staff to cooperate with State in servicing of State, Cardholders and inquiries and complaints arising in connection with Cards and other aspects of the Program, in accordance with Exhibit A, Elan's established customer service procedures and Applicable Law.

Article 5, Responsibilities of State in the Prepaid Debit Card Agreement is deleted and replaced with the following:

ARTICLE V. RESPONSIBILITIES OF STATE

In addition to its other responsibilities set forth in this Agreement and Exhibits A and B and C, State shall have the following responsibilities in furtherance of the Program:

5.1 Promotional and Training Responsibilities. State shall arrange for and engage in the issuance of the Cards through Program and promotional materials and other means available. State will not distribute any such Program or promotional material unless such material has been created by, or reviewed and approved by, Elan prior to its distribution. State will be responsible for identifying the appropriate State locations that will enroll, load and activate the Cards. State shall sufficiently train State Representatives in connection with the Program so that State Representatives are able to properly operate the Program and answer questions regarding the Card and the Program. Elan shall provide State with initial training and a support number they may call for assistance regarding Program questions. With respect to training on the use of equipment, the State is solely responsible for training State Representatives on the use of such equipment so that State may properly perform the functions contemplated by this Agreement.

5.2 Cardholder Enrollment. State will comply with the Cardholder enrollment process as defined by Elan. At the time of each Card enrollment, State will provide Elan with the Cardholder enrollment information required and described in Exhibit A. State will provide such information to Elan in a format designated by Elan. Data entry of enrollment information shall be made only by a State Representative. State shall be liable for errors in transmission made by all State employees and its State Representatives. State will only engage in enrollment, load, and registration of Cardholders that are physically present at a bona fide State location at the time of enrollment unless otherwise agreed to in advance and in writing by Elan. After completing enrollment, State will give the Cardholder the registered Card and all Elan designated disclosure documents. 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 who opens an account. State understands that all prospective cardholders or Cardholders that do not pass the initial or ongoing verification and OFAC screening will be denied a Card. The denial of a Card to a prospective cardholder under any circumstances may not be a cause for termination of this Agreement by State. State understands that Elan must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements.

5.3 Settlement. State shall utilize a good funds method of settlement, acceptable to Elan, which requires State to deliver to Elan immediately available funds prior to registering or loading any Card. State may reverse any Total Deposit loaded onto a Card in error, provided that sufficient funds are still available on the applicable Card. State will be responsible for all applicable Disbursement amounts, including those made in error. Elan will not assist State in any collection efforts with respect to any Total Deposit or Card for which reversals cannot be completed by State.

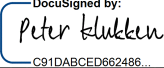
5.4 Card Security and Inventory Control. State shall provide Card stock security and inventory control in accordance with National Association guidelines and Elan's requirements as modified by Elan from time to time. Elan's current card security requirements are attached hereto as Exhibit C. State shall bear all risk of loss and any associated liability for lost or stolen

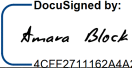
Cards under its control. State must permit Elan to monitor and/or audit State's compliance with this Section during regular business hours upon not less than 48 hours' notice to State and provide Elan copies of any applicable audits and test results acquired by State in relation to this Section.

IN WITNESS WHEREOF, the parties have executed the Agreement in duplicate originals effective as of the day and year first stated above.

U.S. BANK NATIONAL ASSOCIATION
d/b/a ELAN FINANCIAL SERVICES

STATE OF NEBRASKA

By  _____
DocuSigned by:
Peter Klukken
C81DABCE0682486...

By  _____
DocuSigned by:
Amara Block
4CFF2711162A4A2

Printed Name Peter Klukken

Printed Name Amara Block

Its SVP

Its Chief Procurement Officer

Exhibit A Program Description

Core Elements

The Program shall be offered by Elan with the following core elements:

1. The Card shall be a National Association-branded card, following all National Association regulations and program guidelines.
2. Card will be issued by Elan Financial Services, a d/b/a name used by U.S. Bank National Association.
3. The Card will be accepted at any location that accepts the National Association mark(s) displayed on the Card. (With exception of MCC codes listed below)
4. Elan will ship Cards and all necessary packaging material to designated State locations to support the delivery of Cards to the Cardholders at the agreed-upon cost.
5. Provide access to the Administrative Web Portal.
6. Issued Cards will have PIN / ATM / Cash Access permitted.
7. NDCS Cards are eligible for reloads.
8. State will not charge a load fee.
9. Program will block the following MCC codes or transaction types:
 - a. 5542 – Automated Fuel Dispenser (Pay-at-the-pump)
 - b. 7995 – Online Gambling
10. Mutually agreeable transactional and velocity restrictions for Cards may be adopted by the parties from time to time. Elan reserves the right, however, to adopt such additional transactional and velocity restrictions which Elan deems, in its sole discretion, reasonable and necessary for protecting Elan from theft, fraud or undue legal risk or risk of financial loss.
11. Cardholder information required for initial enrollment in this program is, at a minimum, First Name, Last Name, Date of Birth, Disbursement Amount, and Card ID number located on the front of the Card packet.

Elan Operational Responsibilities

Elan shall:

1. Provide initial telephone web conference training (train the trainer) of the designated State Representative.
2. Elan will provide the Card stock and all packaging needed to support the delivery of Cards to the Cardholders at the agreed upon cost.
3. Provide access to the Web Application, a Web Site needed to participate in the Program.
4. Set up Accounts, process chargebacks in accordance with the rules of the National Associations and provide all related computer processing.
5. Manage the account settlement for both loading of value to the Cards and the processing/settlement of transactions performed on the Cards through the National Associations.

6. Make Cardholder transactions viewable by Cardholders via a designated web site.
7. Provide a Voice Response Unit accessible by Cardholders twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number, with features that include: lost/stolen account reporting, remaining account balance, load amount and recent transactions.
8. Provide live customer service agents, this will be twenty-four (24) hours per day/seven (7) days per week via a dedicated toll free telephone number.
9. Designate and identify to State a Elan program manager for the Program who shall be the primary point of contact for State.

State Operational Responsibilities

State shall:

1. Actively promote the Card to State Representatives and potential recipients.
2. Assist in the initial and ongoing training of State Representatives.
3. Follow Card inventory procedures utilizing the system/software and procedures provided by Elan.
4. Enroll all Cardholders in the Program and load cards following the enrollment/data entry procedures and system/software provided by Elan.
5. Present all enrollment and disclosure materials to the Cardholder following the procedures for doing so provided to State by Elan.
6. Transmit load values via good funds method of settlement, acceptable to Elan.
7. Designate and identify to Elan a program manager for the Program who shall be the primary point of contact for Elan.

**Exhibit B
Pricing**

	Fee
CLIENT	
Program Implementation Fee	\$0.00
Marketing Materials	\$0.00
Monthly Account Maintenance Fee	\$0.00
New Account Enrollment Fee	\$0.00
CARDHOLDERS	
Monthly Account Maintenance Fee	\$0.00
Point of Sale Fees	
VISA Signature-Based POS Transactions	\$0.00
Interlink PIN-Based POS Transactions	\$0.00
Cash Back with Purchase at Participating Interlink Merchants	\$0.00
Cash Withdrawal Fees	
Withdrawals at U.S. Bank and MoneyPass-branded ATMs	\$0.00
Withdrawals at non-U.S. Bank and non-MoneyPass-branded ATMs (ATM owner may levy a fee to the cardholder)	ONE (1) Free per month then \$1.25
Withdrawals at any International ATM	\$3.00
Teller-Based Cash Withdrawals (at any VISA bank, not limited to U.S. Bank)	\$0.00
Customer Service and Miscellaneous Fees	
Customer Service – Live Rep, Online & Automated Phone Access (unlimited)	\$0.00
Monthly Inactivity Fee (Following 270 days of inactivity)	\$2.00
ATM Balance Inquiries– U.S. Bank and MoneyPass ATMs	\$0.00
ATM Balance Inquiries -- Non -U.S. Bank and MoneyPass ATMs	\$1.00
ATM Balance Inquiry – At any International ATM	\$2.00
ATM Withdrawal Declines – At Any ATM Terminal	\$0.00
Standard Card Replacement	\$5.00
Expedited Card Replacement	\$15.00
E-Mail Alert and Zero Balance and Negative Balance Text Message Alert*	\$0.00
Text Message Alerts*-- Address Change, Funds Added and Low Balance	\$0.00
Mobile Banking Transactions* -- Balance Inquiry and Mini-Statement	\$0.00
*Standard messaging charges may apply through cardholder's mobile carrier and message frequency depends on account settings.	
International transactions are subject to 3% foreign transaction fee	3% of transaction amount

EXHIBIT C CARD SECURITY REQUIREMENTS

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

Card Stock Ordering

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

Card Stock Inventory

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

An inventory log must account for the number of Card stock received, Card stock used, Card stock spoiled (Card stock that cannot be used due to damage, tampering or expiration) and remaining Card stock that should balance to the number of Card stock on hand at any time. Elan's Card Stock Inventory Management System will maintain an inventory log automatically for normal course of business. However, State shall be responsible for reporting, through a channel acceptable to Elan, any Card stock spoilage or theft to Elan as soon as detected. State shall utilize Elan's Prepaid Web Portal to log such exceptions and provide an explanation of spoilage. State shall conduct monthly self-audit Card stock inventory true-ups.

Card Stock Destruction

Elan may request return of unused Card stock in inventory for destruction for any of the reasons listed below:

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

Any Card stock returned to Elan must be securely packaged.