

GREEN DOT PAYCARD® PROGRAM

CORPORATE PREPAID CARD PROGRAM AGREEMENT

This CORPORATE PREPAID CARD PROGRAM AGREEMENT ("Agreement") is entered into by and between **Green Dot Corporation**, a corporation organized under the laws of the State of Delaware, with its principal offices at 114 W 7th Street, Suite 240, Austin, TX 78701 ("Green Dot") and the **City of Fresno**, a municipal corporation, organized under the laws of the state of California with its offices at 2600 Fresno Street, Fresno, CA 93721-3620 ("Company"), in consideration of the promises and undertakings set forth below, Green Dot and Company agree as follows:

1. GENERAL OVERVIEW.

- a) Company has elected to use the services of the prepaid card program ("Program") more fully described in Exhibit A. Under the Program, designated employees or independent contractors ("Participants") will be issued prepaid paycards funded by Company ("Cards"). Participants who are issued Cards are referred to herein as "Cardholders." Notwithstanding anything to the contrary, the parties agree that Cardholders may also fund the Cards in accordance with the terms and conditions that accompany the Cards.
- b) The Cards shall be issued by a FDIC-insured bank selected by Green Dot for the Program ("Bank"), where all Program funds will be held. Certain services selected by Company may require deposits provided by Company to be held at a correspondent bank to the issuing Bank. Green Dot shall have the right to move the Cards to a new issuing Bank without written notice to Company except where such notice is required by applicable law and in such case appropriate notice will be given and then the Cards will be moved.
- c) Each Participant shall enroll in the Program by submitting certain information, and Participant's access to the Program shall be contingent on successful completion of "know your customer" due diligence and other legal requirements. The terms and conditions governing the use of the Cards and the accounts associated with such Cards will be supplied by Bank. Sub-Accounts shall be opened only for Participants that are residents of the United States or its territories.
- d) Funding by Company may be made to a pooled custodial account maintained for the purpose of disbursing funds to the Cards (the "Controlled Account"). To facilitate a Participant's use of Cards, a sub-account under the Controlled Account will be established for such Participant (the "Sub-Account"). The Controlled Account will be accessed by the Company through a pass code protected, secure web portal and will be used to load funds to Cards, either individually or in batch files. These transactions are processed as soon as the requests are received and funds are then available to Participants. Company shall be able to make instant loads to Cards as needed with no requirement for a minimum balance to be maintained in the account, except that Company must maintain sufficient funds in the Controlled Account to cover the disbursements that it is directing to be made to Participants. Green Dot or its delegate shall maintain individual entries in its system, reconciled each day to amounts in each Sub-Account, reflecting the amount

of funds in the Sub-Account that are attributable to, and held on behalf of, each Participant. Green Dot or its delegate shall also maintain such records as are required by the FDIC to obtain “pass through” insurance coverage for each Participant whose funds are in a Sub-Account. Additional details on Card funding are included in Exhibit A, attached hereto. Unless otherwise prohibited by law, Company, or any successor or assign of Company, including any receiver or trustee in bankruptcy on behalf of Company, shall maintain its right, title or interest in any funds in the Controlled Account.

- e) If Company elects to allow subsidiaries and affiliates to participate in the Program (“Participating Affiliate”), each Participating Affiliate may enroll in the Program by completing the Affiliate Account Request Form, which shall be provided to Company upon its request. Each Participating Affiliate will be given access to the Program with their own Bank Controlled Account following execution of the Affiliate Account Request Form. Participants will be given Sub-Accounts and Cards connected to the Participating Affiliate’s Bank Controlled Account.
- f) Green Dot may use Company’s name and logo (and any client testimonial provided by Company) from time to time in order to identify Company as a participating client for sales and marketing purposes.

2. COMPANY RESPONSIBILITIES.

- a) Company represents and warrants that all information and data, including payment data, submitted to Green Dot or Bank in connection with Participants and the Program is true, accurate and complete, and is sufficient to enable Bank to allocate the funds among the various Sub-Accounts and honor withdrawal requests by Participants. Company agrees that Bank and Green Dot may rely on such data without any obligation to verify it.
- b) Company shall deposit the funds due to Participants into the designated Controlled Account by wire transfer or ACH transfer, at the discretion of Company. Along with each transfer of funds by Company to the Controlled Account, Company shall provide, in the format specified by Green Dot, the identity of, and the amount of such funds due to, each Participant (“Disbursement Detail”). Company acknowledges that funds will be made available to Participants commencing on the business day the cleared funds are received and the corresponding Disbursement Detail. Neither Green Dot or Bank shall have any obligation to make any funds available to Participants for whom the Disbursement Detail is missing or incomplete or if records indicate that insufficient funds are available to complete a transaction.
- c) Subject to Section 7 and 8 hereof, Green Dot may permit Company to maintain an inventory of instant issue Cards at its locations subject to the following terms:
 - i. Card Ordering: Upon Company’s request, to be approved and confirmed by Green Dot, Card orders will be shipped to Company’s designated location(s) by the Card manufacturer and will arrive via a bonded and approved carrier. Card orders must be signed for upon arrival. All Cards must be placed at the time of receipt into inventory in a

secured area. A Company employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

- ii. **Card Inventory:** Company must maintain the physical security of the Cards in inventory at all times. Cards must be stored in a controlled environment, such as a safe, with access limited to Company employees who have successfully passed background screening checks. An inventory log must account for the number of Cards received, Cards used, Cards spoiled (Cards that cannot be used due to damage, tampering or expiration) and remaining Cards that should balance to the number of Cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Green Dot as soon as detected. Company shall bear all risk of loss associated with unauthorized activity on Cards or related funds on deposit resulting from unauthorized access to or theft of Cards in its possession or control. If Company is disbursing Cards, Company shall deliver to each Participant the Enrollment Materials provided to it by Green Dot.
 - iii. **Enrollment Materials:** The Enrollment Materials include, without limitation, the Cardholder Agreement, a Card, a Direct Deposit Authorization Form, disclosures as may be required by applicable law and regulation and other materials. Company agrees that it will provide Enrollment Materials to each Participant when Company provides a Card from its inventory.
 - iv. **Card Destruction:** Green Dot may request return or destruction of unused Cards (1) that are compromised or tampered with; (2) that are on expired Card stock; (3) that are damaged or defective; and (4) that are in the possession of the Company after the program is terminated. Cards to be returned to Green Dot should be securely packaged. A copy of the inventory log should be included with the shipment.
- d) Company shall comply with all laws, rules, regulations, and orders, as well as all bylaws, rules, regulations, requirements and interpretations issued by a payment card network (including, without limitation, Visa, Mastercard, and their respective affiliates) or otherwise published or otherwise communicated to Cardholders, as amended from time to time by each relevant Card network (“Card Network Rules”) applicable to Company’s performance and its obligations under the Agreement. Company represents and warrants that it will not use the Program, and will use its best efforts to prevent itself or the Program from being used, for any illegal purpose or activity, including without limitation, fraud or money laundering.
- e) Without limiting the foregoing, Company will be solely responsible for compliance with federal, state and local laws, rules and regulations relating to compensation and employment matters. Company will offer all Participants alternative methods of payment to the Cards in accordance with applicable laws.

- f) Company will be solely responsible for the performance, breach, or liabilities arising from or related to its third-party vendors (including, without limitation, payroll providers and/or payment processors who are not Green Dot subcontractors with respect to this Agreement).
- g) Company will keep records of all transactions and activities performed under this Agreement for a period of not less than six (6) years after the expiration or termination of this Agreement.
- h) Company acknowledges that, for expediency, this Agreement is being entered into prior to Company having undergone mandatory Green Dot new partner compliance and risk reviews, that no services shall be provided hereunder prior to Company successfully passing such reviews, and that services and/or this Agreement may be suspended or terminated by Green Dot at any time as a result of such reviews. Such reviews shall include, but not be limited to, financial, reputational, and BSA/AML/OFAC risks, and may be re-conducted periodically throughout the term. Green Dot's entry into this Agreement shall not in any manner be deemed to constitute or waive such initial or continuing approvals. Company agrees to timely provide Green Dot with such accurate and complete information and documentation as Green Dot may reasonably request in connection with such reviews.

3. GREEN DOT RESPONSIBILITIES.

- a) Green Dot will operate, maintain, and administer the Program.
- b) Green Dot will provide account setup and enrollment assistance for all Participants, including facilitating Card delivery where applicable. Green Dot will grant user-level access to Company and Participants to the portal used to support the Program.
- c) Green Dot will comply with laws, regulations, and Card Network Rules applicable to Green Dot's performance and obligations under this Agreement.
- d) Green Dot will provide Participants with operator-assisted customer service, in addition to providing portals for each of Participants and Company to access their respective information.
- e) Green Dot shall provide online training services on the Program to Company to enable Company to inform Participants on how to use the Program and take advantage of the various Program features.
- f) In its discretion, Green Dot or Bank may provide other ancillary features or services that Participants may use to access their funds.

4. FEES AND CHARGES. Company acknowledges that certain fees and charges are to be paid by Participants, and that such fees and charges shall be set forth in a disclosure statement that will be provided by Green Dot and included in the Enrollment Materials. The current Program fees for Participants are set forth in Exhibit C hereto. Green Dot reserves the right to change the fees with

prior written notice to Participants in accordance with applicable law.

5. TERM OF AGREEMENT.

- a) The Agreement shall continue in full force and effect unless terminated as provided herein. Either party may terminate this Agreement for convenience at any time upon one hundred and eighty (180) days' notice.
- b) Green Dot may terminate this agreement upon thirty (30) days' prior written notice (or less if thirty days is not allowed under such law, rule or regulation) following a change in applicable law, rule or regulation which renders Green Dot's performance under this Agreement impractical, impossible or unprofitable in Green Dot's discretion.
- c) Green Dot may terminate this Agreement upon written notice to Company, without any penalty, payment, or further obligation, in the event that: (i) Company becomes the subject of material litigation, threatened material litigation or publicity that in Green Dot's reasonable discretion reflects, or has the capacity to reflect, negatively on Company's or Green Dot's business; (ii) Company becomes involved in a situation that brings Company or Green Dot into public disrepute, contempt, scandal, or ridicule; (iii) Green Dot determines (in its sole and absolute discretion) that Company's access to or participation in Green Dot disbursements platform presents excessive financial, reputational, operational, compliance, actual or suspected fraud or unauthorized use, legal, regulatory, contractual, or other risk to Green Dot that cannot be corrected in a reasonable timeframe; or (iv) following a data incident as described at Section 7(c) below, Company fails to take the actions required by such section to prevent the recurrence of any such data incident.
- d) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if such party breaches or violates any provision of this Agreement and any such default, breach or violation, as described in such notice with specificity and in reasonable detail, is not remedied in all material respects within the applicable thirty (30) day notice period.
- e) In addition, either party may terminate this Agreement upon written notice if the other party becomes the subject of a voluntary bankruptcy petition or any other voluntary proceeding relating to insolvency; or (ii) without prior notice if the other party becomes the subject of an involuntary petition in bankruptcy or any other involuntary proceeding relating to insolvency, receivership or liquidation, and such voluntary petition or proceeding is not dismissed within sixty (60) days.
- f) Upon termination, Participants will be subject to manual CIP procedures as further described in Exhibit A, and, upon successfully passing such CIP procedures, shall be permitted to use Cards after termination to access their funds in the relevant Sub-Account. Company will immediately return all Cards in its possession that have not been issued to a Participant to Green Dot, under the procedures communicated to Company by Green Dot.

6. SYSTEM AND TRANSACTION MONITORING. Green Dot reserves the right for Green Dot or its authorized agents to monitor Card activity, and to refuse to issue a Card, cancel a Card previously issued to a Participant or temporarily suspend usage of a Card or the Program, due to actual or suspected fraud or unauthorized use, and to comply with applicable law, Card Network Rules and bank safety and soundness requirements. Except as prohibited by applicable law, Bank shall disburse to the Participant any funds remaining on a cancelled Card and any funds in the Controlled Account to the Company.

7. DATA SECURITY.

- a) Company acknowledges that it is responsible for the security of all Cards, Cardholder data and related Participant information in its possession or which it accesses. In connection with this Agreement, Company shall comply with generally accepted and applicable security controls, standards, and regulations as well as other requirements for the safeguarding of Cards and Cardholder information which may be required by applicable law, rule, and/or regulation including but not limited to Card Network Rules, and any and all reasonable requirements as set forth in writing by Green Dot. Without limiting the generality of the foregoing, in addition to other requirements which may be imposed on Company by Green Dot, Bank or a card network, Company shall remit information to Green Dot in a secure or protected format, such as encryption. Green Dot shall use commercially reasonable efforts to give Company notice of all material changes to the Program which are being made to comply with changes in law or Card Network Rules, including industry rules related to applicable security controls, standards, and regulations.
- b) To ensure that Company is complying with the requirements of this Section 7, Green Dot may request Company to provide the details of the security measures and systems used by Company to access the services and/or facilitate such access by Participants and may carry out an inspection or audit of Company's such measures and systems. Company agrees to cooperate fully with any such requested audits. Regardless of contract termination, Company will continue to treat Cards and Participant data as confidential.
- c) Company shall promptly notify Green Dot (and in any case within 48 hours) once it has knowledge of or reasonably suspects that there has been any unauthorized access, use or disclosure of any non-public personal information, Card or Participant information, and shall promptly furnish to Green Dot the known details of any such data incident, and take such action as may be necessary to prevent a reoccurrence of any such incident.

8. LIMITATIONS ON LIABILITY AND SPECIAL DAMAGES.

- a) Company acknowledges that the Program is supported by a complex combination of hardware and software systems that are hosted by and/or interfaced with numerous other service providers and, accordingly, system and operational failures, malfunctions and other errors may occur from time to time resulting in, among other things, system access denials and/or delays, and periods when usage is suspended. Green Dot shall use commercially reasonable efforts to

minimize system and operational problems. In addition, it is possible that system and operational problems (including ACH failures) may occur due to numerous matters beyond the reasonable control of Green Dot, including force majeure. With respect to the foregoing, and any other claim that Company may raise in connection with the services provided pursuant to this Agreement, Green Dot shall not be liable to Company for any reason other than its breach of this Agreement, willful misconduct, or gross negligence.

b) No claim may be asserted against Green Dot by Company more than two (2) years after the date such claim accrued.

c) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR BUSINESS OPPORTUNITY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GREEN DOT AND/OR BANK'S AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES NOT TO EXCEED CARD FEES ACTUALLY RECEIVED BY GREEN DOT IN CONNECTION WITH THIS AGREEMENT WITHIN A TWELVE-MONTH PERIOD PRECEDING THE FIRST CLAIM. THE FOREGOING LIMITATIONS ON LIABILITY IN THIS SECTION 8 SHALL NOT APPLY TO ANY LIABILITY ARISING FROM ANY INDEMNITY OBLIGATIONS HEREUNDER.

9. DISCLAIMER OF WARRANTIES. GREEN DOT SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. BOTH PARTIES HEREBY AGREE THAT GREEN DOT'S OBLIGATIONS TO COMPANY ARE RELATED TO PROVIDING A PREPAID CARD PROGRAM TO COMPANY AND THAT THIS AGREEMENT IS A SERVICE AGREEMENT FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE AND THEREFORE THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THIS AGREEMENT.

10. CONFIDENTIALITY.

a) "**Confidential Information**" shall mean information relating to a party, its business or assets or that of any of its clients, customers, affiliates, subcontractors or other persons that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by one party (collectively with its employees, affiliates agents, partners, directors, shareholders, the "Disclosing Party") to the other party (collectively with its employees, affiliates, agents, partners, directors, shareholders and any other person with whom such party has dealings in connection with the performance of its obligations hereunder or the Confidential Information, the "Receiving Party"); provided, that Confidential Information shall not include any information that:

(i) is or becomes publicly available through publication, inspection of commercially available product, or otherwise without breach of this Agreement, unless further disclosure is otherwise prohibited by law; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party without the Receiving Party owing any obligation of confidentiality; (iii) is received from a third party who has the right to disclose such information to Receiving Party without any obligations of confidentiality; or (iv) can be demonstrated in writing to have been independently developed by the Receiving Party without the use or reference to the Disclosing Party's Confidential Information or intellectual property.

- b) Each of the parties agrees: (i) to hold Confidential Information of the Disclosing Party in strict confidence and to preserve and protect such Confidential Information until it is returned or destroyed in accordance with the terms of this Agreement; (ii) to prevent the use of Confidential Information other than in accordance with this Agreement, and not to disclose, discuss, communicate or transmit Confidential Information to others (other than as set forth in Sections 10(c) below); and (iii) to use Confidential Information solely to exercise its rights and perform its obligations under this Agreement. In particular, each party agrees it will not use, divulge, or grant any third-party access to, Participant or Card transaction information, except to carry out its obligations under this Agreement and as required by law.
- c) If the Receiving Party is required by court order, other governmental authority, or law to disclose any confidential information of the other party, the Receiving Party will promptly notify the Disclosing Party (to the extent permitted by applicable law) and reasonably cooperate in Disclosing Party's efforts to obtain a protective order at the Disclosing Party's cost. If the Disclosing Party does not seek or fails to obtain a protective order, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose. Notwithstanding the foregoing, the Receiving Party may without notice disclose Confidential Information to governmental agencies that regulate the Receiving Party or an affiliate of the Receiving Party, upon such agency's request, provided such request is in connection with a routine audit or examination not directed at the Disclosing Party.
- d) The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years, except that as to any Confidential Information designated in writing by the disclosing party to be a "trade secret" or is personal information of the Participant, such obligations shall continue indefinitely unless otherwise agreed in writing by the Disclosing Party. The Receiving Party understands that any violation of this Section 10 may cause the Disclosing Party immediate and irreparable harm which monetary damages may not adequately remedy. Accordingly, each party agrees that the Disclosing Party will have the right to seek equitable relief without the requirement to post bond to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

11. INDEMNIFICATION. Company shall fully indemnify, defend and hold harmless Green Dot and its affiliates, and their respective officers, directors, employees, agents, representatives, successors

and assigns (collectively, "**Indemnitees**") from and against any and all claims, damages, liabilities, losses, and expenses (including any and all attorney fees, expenses and costs) incurred by or asserted by a third party against any Indemnitee of whatever kind or nature due to the following actions by Company, its affiliates, or its Personnel: (i) a breach or alleged breach of any representation, warranty or obligation under this Agreement, (ii) violation of applicable law, (iii) negligence, gross negligence or willful misconduct (whether by action or omission), or (iv) any unauthorized action, omission, or statement of Company or its representatives in connection with a payment processed hereunder, including the marketing, issuing or servicing thereof or of the obligation underlying such payment, and/or any inaccuracy in payment instructions provided by or on behalf of Company; except in each case to the extent the losses are attributable to the Green Dot's own breach, violation of law, gross negligence or willful misconduct. Participants shall be considered third parties under this Agreement.

12. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior understandings or agreements relating thereto, whether written or oral. Modifications to this Agreement must be in writing and signed by each party to be effective; provided, however, if any provision of this Agreement is found to be invalid or unenforceable such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

13. GOVERNING LAW. This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by, interpreted under and enforced in accordance with the laws of the State of California, without regard to choice of law and conflict of law statutes. Subject to the binding arbitration provisions set forth in Section 14, any suit, action or proceeding under this Agreement shall be brought in the state or federal courts located in Fresno County, California, and the Parties hereby irrevocably consent and unconditionally submit to the personal jurisdiction and venue of such courts.

14. DISPUTE RESOLUTION

a) Dispute Resolution – Management-Level Escalation: Any dispute that the parties are unable to resolve within fourteen (14) days of initially raising such dispute in accordance with the notice requirements under this Agreement shall be escalated by the parties internally to their respective employees in senior management positions holding relevant authority over the subject matter of the dispute ("Management-Level Escalation"); provided, however, that a party may seek injunctive relief for a breach of confidentiality prior to Management-Level Escalation or arbitration. The Management-Level Escalation process shall continue until the dispute is resolved, provided that if more than fourteen (14) days have passed from the start of the Management-Level Escalation, either party may submit the dispute for resolution.

15. AUTHORITY, BINDING EFFECT. Each party hereby represents and warrants to the other that (a) its execution, delivery and performance of this Agreement has been duly authorized and approved, and (b) neither its execution or delivery of this Agreement, nor its performance hereunder, violates

or conflicts with its organizational or other governing documents, or any other material agreement or obligation by which it is bound.

16. **ASSIGNMENT.** The Agreement will be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, by the Company without the written consent of Green Dot. Any such assignment or transfer without consent will be void. Notwithstanding the foregoing, Green Dot may assign this Agreement without Company's prior consent if the assignment is made to (a) any corporation which is a successor to Green Dot either by merger or consolidation, (b) a purchaser of all or substantially all of Green Dot's or the Program's assets, or (c) a corporation or other entity which shall directly or indirectly control, be under the control of, or be under common control of Green Dot.
17. **COUNTERPARTS AND ELECTRONIC COPIES.** This Agreement may be executed in counterparts and delivered by electronic means such as, but not limited to facsimile or scanned e-mail, and all such counterparts and methods shall constitute one and the same document.
18. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or entity, other than the parties and their respective successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.
19. **FORCE MAJEURE.** Neither party hereto, nor Bank, shall be liable for any failure to perform its obligations under this Agreement due to: (i) acts of God, such as fires, floods, electrical storms, unusually severe weather, natural catastrophes, epidemics or pandemics (including resulting quarantines and shutdowns); (ii) civil disturbances such as strikes and riots; (iii) acts of aggression, direct or consequential, such as explosions, wars, border closures, and terrorism; (iv) failure of any third party service provider to adequately provide such services, including, without limitation ATM network services, telecommunication services, and merchant point-of-sale services; and (v) failures in electric power, computer or telecommunications services or equipment of a third party (each, a "Force Majeure"). In such event, the performance of such party's obligations shall be suspended during the period of existence of such Force Majeure event and the period reasonably required thereafter to resume the performance of the obligation. The party experiencing the Force Majeure event shall use reasonable efforts to minimize the consequences of such event.
20. **COMPLIANCE WITH FEDERAL LAW.** The Program complies with federal law which requires all financial institutions to obtain, verify and record information that identifies each Company or Participant who opens an account. Bank directly or through Green Dot may ask Company or Participant for the name, address, date of birth, and other information that will allow Bank to identify the Company and/or Participant. The Bank reserves the right to not open an account or suspend an existing account as required for compliance with these rules.
21. **NOTICES.** Any notice, request, consent or other communication to any party hereto must be in writing and shall be deemed effective when delivered in person, sent by email, if promptly confirmed in writing, or on the fourth day from the date posted by registered mail, return receipt requested,

with postage prepaid. In the case of Company, such notice shall be addressed as set forth in the recitals. Notwithstanding the foregoing, legal notices to Green Dot and/or Bank shall be sent to 4675 Cornell Road, Suite 280, Cincinnati, OH 45241, with a copy to legalnotices@greendotcorp.com, and shall be deemed effective (and to have been received) on the earlier of (i) when delivered to the recipient's email server, (ii) when the recipient has read the email as stated in an automated message received by the sender, or (iii) one hour after sending unless within 24 hours of sending the email the sender receives an automated message that it was not delivered. Either party may change its notice address from time to time by written notice to the other party in accordance with this Section 22.

NOW THEREFORE, Green Dot and Company have executed this Agreement by their duly authorized representatives to be effective on the date fully executed.

CITY OF FRESNO,
A California municipal corporation

GREEN DOT CORPORATION

By: _____
Georgeanne A. White
City Manager

Signature: George Gresham

Name: George Gresham

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: CEO

Date: 6/8/2023

By: Brandon Collet 6/15/2023
Brandon M. Collet Date
Supervising Deputy City Attorney

GREEN DOT CORPORATION

ATTEST:
TODD STERMER, CMC
City Clerk

Signature: Jess R. Unruh

Name: Jess Unruh

By: _____
Deputy Date

Title: CFO

Date: 6/12/2023

Exhibit A

DESCRIPTION OF PREPAID CARD PROGRAMS

A. PAYROLL CARD PROGRAM:

- a. Company may elect to use the Program to enable the payment of payroll and other work-related incentives to its Participant employees, independent contractors.
- b. Company represents and warrants that it complies with applicable laws and regulations concerning payment of wages to the Participants, including, but not limited to I-9 form completion, timeliness of payments, procedures to pay wages, calculation of net pay, distribution of wage statements and handling and reporting amounts withheld or deducted from each Participant's pay, and obtaining consent, as may be required by law, of each Participant who has elected to participate in the Program. By signing the attached Exhibit B, Company is requesting the removal of the independent identity verification requirement by Green Dot and agrees to retain all Participant Documents as described therein.
- c. **Card funding.**
 - i. Batch File Payroll Initiation or API: Company sends Green Dot an encrypted file via Secure File Transfer Protocol ("SFTP") instructing the Green Dot system how much money to load to each Card. Separately, Company sends the funds to the Bank in one aggregate ACH or wire transaction prior to the posting date and time.
 - ii. ACH Direct Deposit: Company may enter the Participant's Card routing and account number into its direct deposit payroll software and originate ACH payroll transactions. This is the same process the Company would use for direct deposit to a bank account.
 - iii. Off Cycle Batch File: Company may send Green Dot an encrypted file via SFTP instructing the Green Dot system to load funds, make corrections, and perform off-cycle payments. Cards are funded from a prefunded disbursement account at the Bank or a correspondent bank. This method could be used by the Company for both regular payroll as well as exception/off-cycle pay. The batch funding process for regular payroll would mitigate ACH fees assessed by the Company's banking partner.
 - iv. Web Portal: The Green Dot team's proprietary employer Web portal offers password-protected access to a secure website where Company can load funds to Cards, either individually or in batch files. Transactions are processed and funds are available to Cardholders immediately following file processing. Participant's cards are funded from a prefunded disbursement account at the Bank or a correspondent bank.

B. GENERAL PURPOSE CARD PROGRAM:

- a. Company may elect to use the Green Dot General Purpose Card Program to provide miscellaneous incentives and gifts to its employees, independent contractors.
- b. All Cardholders using a Green Dot General Purpose Card Program will be subject to a verification process. Green Dot and the Bank are required by federal law to maintain a written anti-money laundering ("AML") program. The Cardholder Identification Process ("CIP") is a component of this AML program. The CIP process gathers personal information from the Cardholder (name, physical address, date of birth and social security number) and passes it through a third-party compliance database to verify Cardholder identity. The process to conduct an identity check is for verification of the Cardholder only and does not pull from credit data or impact a consumer's credit score. Cardholders who are not successfully verified through this process will not be permitted to open a prepaid account with the Program.

Exhibit B

GREEN DOT PAYCARD PREPAID PAYROLL CARD PROGRAM CERTIFICATION OF COMPLIANCE WITH PAYROLL CARD BANK REQUIREMENTS

COMPANY INFORMATION

Company Name: City of Fresno
Address: 2600 Fresno Street
City, State, Zip: Fresno, CA 93721-3620

Document Retention

As a participant in the Program, Company acknowledges and agrees that Bank is required to have access to documentation verifying each Participant's identity for a minimum of five (5) years after such Participant is terminated from employment with Company. As a condition of Green Dot making the Program available to Company and Participants, Company agrees to retain the following information as to each Participant for five (5) years after the Participant is terminated from employment: (i) Participant's complete name; (ii) Participant's date of birth; (iii) Participant's physical address; (iv) Participant's federal taxpayer identification number, and (v) government-issued photo ID document, or, alternatively, complete electronic records of having verified such documents and the Participant's identity that include all fields therein (collectively, the "**Participant Documents**"). Employer also agrees to retain the date the Participant was hired. While the Participant Documents may be the same as those required under applicable law for Company to verify eligibility of employment, for the avoidance of doubt, nothing set forth herein shall require Company to provide any Form I-9 to Green Dot.

Due Diligence Review

In addition, as a participant in the Payroll card program, Company agrees that at Bank's sole discretion, Bank, its authorized representatives or agents, and any government entity with regulatory or supervisory authority over Bank, shall have the right to request copies of Participant Documents, as described in the paragraph above, to inspect, obtain, and examine the Participant Documents to determine Company's compliance with and the document retention requirements set forth above. Company will provide such documentation within two (2) business days following Bank's request. If the requested Participant Documents are not provided within four (4) business days, at Bank's election, the affected Cards may be suspended until such time as the Participant Documents are provided.

By signing below, the authorized Company Representative certifies that it agrees to comply with the Document Retention and Due Diligence Review provisions as described above.

Signature of an Authorized Company Representative

Printed Name of Representative:

Title of Representative:

Date:

Exhibit C

Cardholder Fees

Employee/Cardholder Fee Schedule		Level 2
ALWAYS FREE		
Domestic POS Signature Purchase		
International POS Signature Purchase ⁽¹⁾		
Domestic POS PIN Purchase (Including Cash Back)		
Domestic ATM Cash Withdrawals – Allpoint ⁽²⁾ & MoneyPass ⁽²⁾		
ACH Transfer to Bank Account		
ChekToday – Check Authorization ⁽³⁾		
Card to Card Transfer		
Request a Check		
Money Order at US Postal Service ⁽⁴⁾		
Interest Bearing Savings Account		
Over the Counter Bank Cash Advance/Withdrawal		
Direct Deposit		
Other Financial Transactions		
POS Decline (Domestic)		\$0.50
POS Decline (International)		\$0.50
International POS PIN Purchase		NO CHARGE ⁽¹⁾
Domestic ATM Cash Withdrawal – Out of Network		\$2.99
International ATM Cash Withdrawal – Out of Network		\$2.99 ⁽¹⁾
Domestic ATM Balance Inquiry (Allpoint & MoneyPass)		NO CHARGE
Domestic ATM Balance Inquiry – Out of Network		\$0.75
International ATM Balance Inquiry – Out of Network		\$0.75
Domestic ATM Withdrawal Decline (Allpoint, MoneyPass)		\$0.75
Domestic & International ATM Withdrawal Decline (Out of Network)		\$0.75
Bill Payment		NO CHARGE
New & Replacement Cards		
Employer Issued		NO CHARGE
CSR Issued		NO CHARGE ⁽⁵⁾
Personalized Card – First Time (Voluntary)		NO CHARGE ⁽⁵⁾
Companion Card		NO CHARGE ⁽⁵⁾
Information and Service		
Website Account Access		NO CHARGE
IVR & Live Agent Account Assistance		NO CHARGE
Text Alerts (unlimited messages)		NO CHARGE ⁽⁶⁾
Printed & Mailed Statement		NO CHARGE ⁽⁷⁾

Other Fees	
Overdraft/Negative Balance – Per Incident	NO CHARGE
Monthly Maintenance	NO CHARGE ⁽⁸⁾
Bill Pay Reversal	NO CHARGE
Convenience Check Order - Expedited	\$35.00
Convenience Check (Unauthorized, Stop Payment, Returned, Lost/Stolen)	\$25.00
Convenience Check (Copy)	\$10.00

1. *International ATM Cash Withdrawal, POS Signature Purchase and POS PIN Purchase Surcharge – 3% of transaction amount*
2. *Cardholder has surcharge free access to this network.*
3. *Cardholder can cash a ChekToday at Walmart for free.*
4. *When a money order is employee's first transaction for a pay period for the full amount of their pay, rapid! also refunds the amount of the USPS charge (which range from \$1.05 - \$1.50 per money order) to the employee's card account.*
5. *Free if sent via USPS First Class, Standard Overnight Mailing Fee \$25, Rush Overnight Mailing Fee \$35, Saturday Delivery Expedited Mailing Fee \$55.*
6. *Standard carrier rates may apply.*
7. *Upon request, employee may receive 1 free statement mailed to their home/month. Additional printed/mailed statements are subject to a fee of \$1.50. Statements are available free of charge on the Cardholder website.*
8. *Inactivity fee of \$4.95 per month is assessed after 6 months with no balance changing transactions.*

Signature of an Authorized Company Representative

Printed Name of Representative

Title of Representative

Date